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The Solicitors' Journal.

LONDON, AUGUST 14, 1869.

THE DEATH OF LORD JUSTICE SELWYN has struck everyone with surprise and deep regret. It was known that he was ill, and that he had undergone a lithotomic operation, but until quite recently he was considered to be progressing satisfactorily. He was but fifty-six, and few of those who marked the vigour of his stalwart frame when three short months ago he presided in his genial way at the anniversary dinner of the Solicitors' Benevolent Association, could have imagined that his life was to be the shortest on the bench. As the most genial and honourable of English gentlemen he had the esteem and goodwill of all who came in contact with him. As a judge, if not a great lawyer, he brought to bear upon the matter before him a strength of sound shrewd common sense (anything but so common as some imagine), which caused his decisions to be received with satisfaction. During his short judicial career he ever showed the same kindness, good sense, and independence which had earned him so much goodwill as a barrister.

Within the short space of three years three Lords Justices (Knight Bruce, Turner, and Selwyn) are dead, two (Cairns and Wood) have been promoted to the woolsack, and one (Rolt) has resigned on account of ill-health. For thirteen years previously there had been no change on this bench. We do not think it necessary in this place to speculate upon Sir Charles Selwyn's successor. Lord Cairns or Sir Roundell Palmer would either of them be an excellent Lord Justice, and the same may be said of Vice-Chancellor James. If the latter were promoted, his present place might be appropriately filled by his successor in the Lancaster Chancery Court, Mr. Wickens. An obituary notice of Sir Charles Selwyn will be found in another column.

WHATEVER THE HOUSE OF COMMONS may have thought of Mr. Bruce's reply, on Monday last, to Colonel French's question about the appointment of revising barristers on the Home Circuit, by the Bar generally, and especially the Home Circuit Bar, it has been received with simple amazement.

The question put was as follows:—

Whether there *was any foundation for* the statement which appeared in the *Morning Star* newspaper on Wednesday, the 4th of August last, that the Lord Chief Baron called a meeting of the revising barristers for the Home Circuit at Lewes, and informed them *that the judges had agreed that the appointment to their office should be considered temporary*, and that *in future a preference should always be shown to the sons and relatives of judges in selecting individuals for these offices.*

Mr. Bruce is reported to have replied in the following terms:—

I am satisfied that my hon. friend, in putting this question, did not believe the statement to be true, and did not think the circumstances alleged in it were in the remotest degree probable; but he wished to give to me, or rather to the learned judge, an opportunity of denying a statement which tends to reflect discredit on him and upon the whole Bench. The best answer I can give to the question is to read a letter I received from the Lord Chief Baron this morning. It is as follows:—

"The statement in a newspaper to which Colonel French's notice refers must be founded upon some unaccountable mistake, or is a mere fiction. I never informed the revising barristers for the Home Circuit, or anybody else, 'that the judges had agreed that the appointment to their offices should be considered temporary, and that in future a preference should always be shown to the sons and relatives of judges;' nor have the judges ever so agreed. These appointments are, as you are aware, made under an Act of Parliament, and the judges have no power to make them permanent or temporary at their pleasure, or otherwise than merely for the revision next ensuing the date of the appointment. I lately called together at Lewes the gentlemen whom I intended to appoint, in order that they might assist me in arranging the districts in which they were respectively to act, and inform me of the addition to their number which they thought would be required. I have since appointed them according to the statute, ten in number, and for the approaching revision only. One of them is the son of a judge, another the grandson of a former Lord Chancellor, and the remaining eight are the revising barristers of last year, whom I simply re-appointed. and who are, as far as I know, unconnected with the Bench. All are unquestionably competent, and I believe among the ablest and the best who could have been selected. This is all the information I am able to give in relation to the Colonel's question."

Now let us see the facts of the case.

Down to last year the appointment of revising barristers was governed by a permanent Act. Every summer circuit the senior judge of assize appointed the proper number of revisors. The appointment was by the Act only for the forthcoming revision; but it was a perfectly settled rule that when once a revisor was appointed by one judge his appointment should be repeated from year to year, unless there were a reason to the contrary,—so much so that when the Chief Justice declined to re-appoint Mr. Beales it was regarded, and justly, in the light of a dismissal for cause shown. The office was therefore practically made permanent by the rule established for themselves by the judges. In the same way, by the usage of Parliament, the office of Speaker of the House of Commons is practically permanent. The uninitiated might, therefore, easily misunderstand the passage in which the Chief Baron says of these appointments that "the judges have no power to make them permanent or temporary at their pleasure, or otherwise than for the revision next ensuing the date of the appointment."

Another perfectly settled rule was, that the Chief Justice appointed the revisors for London and Middlesex from among the equity bar; while the judges of assize appointed those for each circuit from among the bar practising on that circuit.

The standing number of revising barristers on the Home Circuit was ten. And last year, had nothing exceptional occurred, there would have been at least one vacancy to fill up. But in fact, by a special Act, the number for last year was made fifteen. Baron Martin, the senior judge of assize, re-appointed as a matter of course all the old revisors, and appointed new men to make up the number of fifteen. To the old district which had been vacated, and which would have had to be provided for just the same had there been nothing exceptional in the year, he appointed Mr. Francis, a gentleman of many years' standing and far the senior of the new men appointed. This appointment was understood by Mr. Francis to be an ordinary, and in the mode we have pointed out a permanent, appointment to fill the vacant post; it was so regarded by the Bar generally; and we believe there is no doubt it was so intended at the time by the judge who made it, nor is there any reason to think that that judge has changed his mind.

WHEN THE VOTE FOR SALARIES and expenses of county courts was proposed in the House of Commons, several members objected to certain items. Mr. Alderman Lusk called attention to an item of £14,600 and Mr. Muntz to one of £6,735. Mr. Ayrton in reply said

"the expenditure was very carefully supervised, and the *smallest* items carefully examined before they were allowed." That the Secretary to the Treasury told the literal truth will be seen by the following fact. The clerks at a certain county court, after deducting income tax from their salaries, found that they must either charge a halfpenny too much or too little, in obedience to the Treasury rule, which ignores fractions of a penny; and selfishly preferring their own good to that of their country, they charged the whole penny. The day of retribution was, however, not far off. The Treasury auditor detected the over-charge, and with due solemnity and red ink he forthwith eliminated the whole penny, accompanying the act with a judicious caution against similar overcharges in future. Mr. Ayrton is not reported to have said that the same "careful supervision" is extended to large items.

LAST WEEK we printed the report agreed on by Mr. Lowe's Select Committee on the New Law Courts Site, in which the Committee resolved in favour of Carey-street. Following the example of one or two of our contemporaries we have this week presented our readers with Mr. Lowe's own draft report, which was rejected by the Committee. It is rumoured in various quarters that the "Battle of the Sites" is not yet over. The reference to a Select Committee was made at the instance of the Government, and it was so far unwelcome to the supporters of Carey-street, in that it deprived them of Sir Roundell Palmer's advocacy. The Committee, however, have decided, and we cannot imagine that after this the Government will persist in their endeavours to force the Embankment site upon an unwilling majority of the public and the professsion. Moreover, Mr. Lowe recently in the House of Commons disclaimed any intention of bringing in any measure for the purchase of any *fresh* site. At least this is the reasonable interpretation of his reply. When asked on Tuesday whether the Government meant to take any steps during the recess, he stated on that occasion that the Government *could* not do anything in the recess. As the Select Committee had not recommended the purchase of any fresh land, *no notice would be given of any bill for that purpose*, and as no grant had been obtained from Parliament for the erection of the courts on either site, no steps, he said, could be taken.

Had the Howard-street site never been brought forward, this delay never need have happened.

THE ANNUAL PROVINCIAL MEETING of the Metropolitan and Provincial Law Association will be held this year at York, commencing on the 19th of October. The programme includes two entertainments by the Yorkshire Law Society, who are to entertain the members of the association at dinner, on Tuesday, October 19, besides giving them a *dejeuner* at Scarborough on the Thursday following.

The circular just put forth by the association gives a large and, we think, a very well chosen list of suggested subjects for papers to be read at the meeting.

This year the number of revisors was to be again ten, and the selection fell to the Chief Baron. Eight revisors who had been appointed before last year were, as a matter of course, re-appointed. Everybody supposed that Mr. Francis' appointment would follow the same rule; and it was naturally expected that out of regard to the public interest the tenth revisor would be chosen from among those who had learned their work and shown their competency last year. In one case this last rule was followed. The appointment was given to Mr. Channell, a gentleman in every way fitted for the post, one of those employed last year, and who of course was not the less fitted for being the son of a judge. But the remaining appointment was of a very different kind. Mr. Francis was not re-appointed; and his rejection was persisted in, though his claims and the grounds of them were fully brought to the notice of the Chief Baron. All the revisors of last year were passed by. The office was given to Mr. Jemmett, a gentleman at the equity bar, who, we believe, was once elected a member of the Home Circuit, but who does not go the circuit, who does not describe himself as of the Home Circuit in the *Law List*, and whose name is not upon the circuit list. He has the advantage, however, of being the grandson of an ex-Chancellor.

Having made this selection, the Chief Baron, as he mentions in his letter, called the revisors together. It was and is the universal belief of the circuit that at that interview the Chief Baron said, and he was, we believe, understood by those who heard him to say, that the judges had agreed that last years' new appointments should be considered as temporary; and that he himself, at any rate, had determined that the sons and relatives of judges should have a preference over other claimants for these offices. The belief that something to this effect was said will certainly continue until it is contradicted, and the Chief Baron's letter to Mr. Bruce does not contradict it; while the selection actually made by him is quite in accordance with the statement attributed to him.

As to the appointment which has actually been made, we can only say that it would in any case have been a most improper one, and there was everything in the circumstances of the case to make it worse. We by no means wonder at the strong feeling entertained upon the subject on the Home Circuit.

But what is to be said of what passed in the House of Commons? One or other of two things must be the case. Either Mr. Bruce committed the serious indiscretion of reading only a portion of the Chief Baron's letter to the House, or else the Chief Baron, when writing the letter, had not clearly before his mind the terms of Colonel French's question, which was not whether the statement referred to was accurate, but whether there was *any foundation for it*. Otherwise it is impossible that the Chief Baron could have written the last sentence of his letter.

JURISDICTION OF THE COURT OF EQUITY TO AWARD DAMAGES.

The first idea which the law student obtains of the distinction between law and equity, is that a court of law awards damages for breach of contract, but that equity goes farther, and, inasmuch as damages might not compensate the plaintiff for that which the defendant had contracted to give him, will compel the defendant to perform his contract *in specie*. If all cases of breach of contract were such that one or other of these two remedies would always be an adequate redress, and if, in addition to this, it were always possible for the plaintiff to determine beforehand which was the best remedy for his particular case, little inconvenience could result from keeping the two jurisdictions apart. In practice, however, this is very far otherwise. It may be that in order properly to redress the plaintiff's wrong, specific performance of the contract must be supplemented by some damages for loss or inconvenience suffered by reason of the defendant's delaying to perform until the Court compelled him; or, nearly as often, during the progress of the suit for specific performance, something happens which renders specific performance impossible, and thus confines the plaintiff to a remedy in damages; or it may be that until the defendant has given some discovery the plaintiff cannot tell whether or no specific performance is possible; or the possibility of specific performance may be the very question for decision in the suit, as sometimes happens where the contract is one for the sale of land, the doubt being whether or no the vendor can make a good title. in either of these cases a rigid separation of the two jurisdictions would be most gallingly inconvenient. It is far better that the Court which can award the highest

redress, compulsory specific performance, should be able in its discretion to supplement specific performance with, or to substitute for specific performance, redress in damages.

In this matter the principles of the Court of Chancery have undergone some change, as well previously to as by the operation of the statute 21 & 22 Vict. c. 27 (1858, "Cairns' Act"). We shall presently notice the extent to which the Court could give damages before that Act, as still worthy of notice in relation to the question how far the Court can now award damages independently of the Act. By section 2 of that Act—

"In all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against any breach of any covenant, contract, or agreement, it shall be lawful for the same Court to award damages to the party injured, *either in addition to or in substitution for* such injunction or specific performance, and such damages may be assessed in such manner as the Court shall direct."

It has been held, reasonably enough, that the Court will not give damages under this Act in a case where, irrespective of the merits, it would not have had jurisdiction to order specific performance; nor would the Court have done so before the Act: *Rogers* v. *Challis*, 27 Beav. 179, 7 W. R. 710. There are agreements of which the Court of Chancery will not enforce specific performance—*e.g.*, agreements to lend or borrow money, for the obvious reason that where damages are a perfect remedy, specific performance is inappropriate; indeed, in such a case performance would lack the essence of specific performance, the remedy sought being really the profit which the plaintiff intended to make when he entered into the contract. In *Brace* v. *Wehnert*, 6 W. R. 425, 25 Beav. 351, the Master of the Rolls refused to decree specific performance of a contract to build a house *of a specified value* because of the difficulty the Court would have in determining whether or no its decree had been complied with. But in *Soames* v. *Edge*, Joh. 672, where the defendant had agreed to build a substantial house and accept a lease as soon as it was built, Wood, V.C., though doubting whether he would have decreed specific performance of the building contract if that had stood alone, held that the Court could grant the plaintiff, on a prayer framed with an alternative, damages for not building the house and specific performance of the agreement to accept a lease.

It is laid down in the practice books that damages may be had, although not specifically prayed by the bill, and *Catton* v. *Wyld*, 32 Beav. 268, and *Curriers Company* v. *Corbett*, 2 Dr. & Sm. 361, are usually referred to in support of this proposition. It would not, however, be safe to rely on this where the plaintiff desires damages as supplemental to specific performance. All that is decided by those cases is that where, since the filing of the bill, circumstances have happened which render it impossible or inadvisable to grant specific performance, the Court can found a jurisdiction to give damages on the common prayer for "such further or other relief as the Court may think proper under the circumstances." *

Let us now see what jurisdiction the Court of Chancery has to award damages independently of Cairns' Act. There are old cases which show that the Court once considered itself competent to give damages in lieu of specific performance. See, for instance, *Cleaton* v. *Gower*, Finch, 164, and *City of London* v. *Nash*, 3 Atk. 512, in which latter case Lord Hardwicke, upon bill praying specific performance of a building contract, refused specific performance, but directed an inquiry as to damages. Perhaps the principle was not very well settled at this time; at any rate, we find the Court afterwards drawing in its horns, and insisting on a distinction between damages and compensation. The distinction was this—that the Court would *compensate* plaintiff for a defect in defendant's performance (as where defendant had contracted to sell so many acres tithe free, and only part of them turned out to be so), but would not give *damages* for total non-performance. In *Denton* v. *Stewart*, cited 17 Ves. 276, Lord Kenyon, upon bill praying specific performance of an agreement to assign a lease, and it turning out at the hearing that the defendant had put it out of his power by assigning to some one else, referred it to inquiry what damages the plaintiff had sustained by the defendant's non-completion, and ordered the defendant to pay such damages, with the costs of suit. This case, however, was much rebelled against afterwards. In *Greenaway* v. *Adams*, 12 Ves. 395, Sir W. Grant, M.R., very reluctantly consented to follow Lord Kenyon's decision. In *Gwillim* v. *Stone*, 14 Ves. 128, the bill prayed that the contract might be given up, on ground of defendant's failure of performance, and for damages. The case was distinguished in that plaintiff, *ab initio*, averred that defendant could not make a good title, and while the defendant was ordered to give up the contract, the plaintiff was told to go to law for his damages. And in *Todd* v. *Gee*, 17 Ves. 273, Lord Eldon laid down the distinction between compensation and damages as above; after which *Denton* v. *Stewart* and *Greenaway* v. *Adams* were solemnly burnt by Lord Brougham in *Jenkins* v. *Parkinson*, 2 My. & K. 5, 12. And yet a couple of years afterwards, in *Frank* v. *Basnett*, 2 My. & K. 618, where a purchaser had obtained a decree for specific performance, and pending the reference to settle the conveyance the vendor brought an action against the purchaser for non-performance of a portion of the contract under which he was to build a bridge, Lord Lyndhurst restrained the action, saying that it should not have been brought, as long as the reference was pending, without leave of the Court.

The Court of Chancery has also been accustomed to supplement sales made under its own decree by a relief very much like damages. Thus, where real estate was sold under the decree of the Court, and the purchaser did not pay his money at the appointed time, the Court would—*e.g.*, in *Harding* v. *Harding*, 4 My. & Cr. 514—order the estate to be re-sold and debit the original purchaser with any deficiency on the re-sale. In *Carne* v. *Brancker* (17 W. R. 342, 837) the Master of the Rolls, in a suit to administer the trusts of a settlement, had directed an inquiry how certain warehouses might be let with most benefit to the estate, and, the chief clerk certifying that they should be let on lease, proposals to that end were submitted to the chief clerk. A stranger to the suit offered certain terms, but one of the defendants offering the same was preferred; this defendant had signed a contract expressed to be conditional on the approval of the Court being obtained. Afterwards this defendant backed out of his contract, stating that from unforeseen circumstances he was no longer in a position to pay the rent, and the warehouses being again thrown upon the market, the offers obtained were far short of the previous terms. The Lords Justices affirmed the Master of the Rolls in directing an inquiry as to the damages incurred from the defendant's non-completion of his contract.

But besides this jurisdiction of awarding damages by way of enforcing or supplementing sales made under the decree of the Court, the Court of Chancery showed, during the last few years immediately preceding Cairns' Act, a disposition to return to its original usage of granting damages in cases sounding in specific performance. Thus in *Phelps* v. *Prothero*, 4 W. R. 189, 27 L. J. Ch. 105, plaintiff (lessee) and defendant (lessor) agreed that plaintiff should deliver up his lease and be quit of all claims. Plaintiff had mortgaged, and, therefore, could not give up his lease. Thereupon defendant brought an action on the covenants, upon which plaintiff filed a bill for specific performance of the agreement; he afterwards in his turn brought an action for breaches of the agreement. The Lords Justices restrained him. Lord Justice Turner said that when a plaintiff who has legal rights seeks

* *Curriers Company* v. *Corbett* was reversed by the Lords Justices, 13 W. R. 1056, but only on the ground that the amount of injury done was too trivial to carry damages.

the aid of the Court of Chancery, he is bound to put his legal rights under the control of the Court; and that, therefore, this plaintiff, having filed his bill for specific performance, was bound to submit his claim for damages to the same Court. He entertained no doubt of the jurisdiction to give damages, observing that, as between vendor and purchaser (the cases above-mentioned), the awarding of an inquiry as to the deterioration of the property in value was nothing else than giving damages for non-performance of contract.

Our investigation of this jurisdiction would not be complete if we were not to bestow some notice upon those cases in which the Court has a jurisdiction to award damages for abuse of its own process. Where a party to chancery proceedings has been improperly attached, he must not bring an action for damages: *Frowd* v. *Lawrence* (1 J. & W. 655, and cases there cited). The Court will restrain him if he brings an action, and will itself judge how the damages can best be determined. An unreported case of *Fielden* v. *The Northern Railway Company of Buenos Ayres*, was the latest case of this description. There two defendants had obtained further time to answer, but owing to a slight mistake in affidavit which had to be corrected, the order was not drawn up. On the expiry of the original time the plaintiff immediately attached the two defendants. They were only kept in custody a few hours, the attachment being discharged the next day by motion on short notice. They brought an action against plaintiff and his solicitor. Vice-Chancellor Wood restrained the action. He said no action should be brought without leave of the Court; and that where the action was merely for false imprisonment, and there was no question about the irregularity of the attachment, the Court of Chancery was the best tribunal to assess the damages. He gave *no costs* either of the action or the motion to restrain it. Subsequently Vice-Chancellor Giffard, who had succeeded Vice-Chancellor Wood in his court, awarded the defendants £25 a-piece as damages, and ordered the plaintiff and his solicitor to pay the costs of the inquiry and the application to him to assess. It seems that the Court might possibly, in some cases (*e.g.*, if there were a question of malice), consider that the question should go before a jury at common law, but that in any case the Court of Chancery must be asked for leave to bring an action.

PLAGIARISM.

The question, what is a legitimate use of an author's work, must depend on the circumstances of the particular case. As the Vice-Chancellor remarked in the latest case on this subject (*Pike* v. *Nicholas*, V.C.J., 17 W. R. 812), a man publishing a book gives it to the world, and so far as it adds to the world's knowledge he adds to the materials which any other author has a right to use, and may even be bound not to neglect. In the case of dictionaries and similar publications wherein originality is necessarily excluded the compiler is entitled, without exposing himself to a charge of piracy, to make use of preceding works, where he bestows such mental labour upon what he has taken, and subjects it to such revision and correction, as to produce an original result; provided he does not deny the use of such preceding works, and the alterations are not merely colourable (*Spiers* v. *Brown*, 6 W. R. 352). Merely to copy and re-arrange copyright matter is piracy (*Lewis* v. *Fullarton*, 2 Beav. 7); and it would seem that the only legitimate use which the compiler of such a work can make of previous works is for the purpose of verifying the correctness of his results (*Kelly* v. *Morris*, 14 W. R. 497, L. R. 1 Eq. 697; *Scott* v. *Stanford*, 15 W. R. 757, L. R. 3 Eq. 720).

The foregoing remarks apply to dictionaries, directories, statistics, and similar publications in which much of the contents must always be identical, if correctly given. In the cases where a compiler must of necessity make use of preceding books, the question will be whether he has made a legitimate use of them; bearing this in mind, that the question whether an author has made an unfair use of another work does not necessarily depend upon the quantity, but the value, of the pirated matter (*Bramwell* v. *Halcomb*, 3 My. & Cr. 736).

But the question before the Vice-Chancellor was not how much paste and scissor work the compiler of a dictionary or similar work may fairly have recourse to. The case takes us into higher fields of literary labour. The plaintiff was the author of an independent literary work, elaborated from a collection of materials, which must have been the result of great investigation and labour, and written in support of a certain theory. The defendant afterwards published a work, in the composition of which (as the plaintiff complained) he had availed himself of the plaintiff's investigations, and the results of those investigations, to the infringement of the plaintiff's copyright.

The Vice-Chancellor dealt with the case as if the defendant had openly borrowed from the plaintiff's book, and had acknowledged the same, instead of contenting himself with putting the plaintiff's book amongst the 168 authorities to whom he had referred. The omission to acknowledge his special obligation to the plaintiff's work made the case worse from a moral point of view, but did not affect the question before the Court. But to borrow without the author's leave arguments, theories, and ideas is a breach of his copyright, whether the words in which those arguments, theories, and ideas are clothed be taken or not. It was by no means a case of mere copying. No two passages in the books were absolutely identical; and the Vice-Chancellor acknowledged that no inconsiderable literary labour and skill had been displayed in the transfusion and transformation which he held to have taken place. The defendant, in the Vice-Chancellor's opinion, had adopted the general plan of the plaintiff's work, many of his arguments and illustrations, and the results of his investigations, and had also copied the plaintiff's references to works which he had in fact never consulted. "The question upon the whole is," said Lord Eldon, in *Wilkins* v. *Aikin* (17 Ves. 422), "whether this is a legitimate use of the plaintiff's publication in the fair exercise of a mental operation deserving the character of an original work." The Vice-Chancellor held that this was not a fair use by the defendant of the plaintiff's publication. If a man, instead of examining the original sources, or honestly exercising his mind on the work, avails himself of the labours of his predecessor, adopts his arrangement, borrows the materials which he has accumulated and combined together, or uses his language with colourable alterations or variations, he is guilty of piracy: *Jarrould* v. *Houlston*, 3 K. & J. 716; and in the words of Judge Story (cited by Mr. Kerr in his work on Injunctions, p. 456, where this subject is fully treated of), the true test of piracy is to ascertain whether the defendant has in fact used the plan, arrangement, or illustrations of the plaintiff as the model of his own book, with colourable alterations and variations only to disguise the use thereof, or whether his work is the result of his own labour, skill, and use of common materials and common sources of knowledge open to all men, and the resemblances are either accidental or arise from the nature of the subject. This test being applied to the defendant's works, the Vice-Chancellor had no doubt whatever that it was, in the parts complained of, a palpable "crib" from the plaintiff's, though transposed, altered, and added to, and that with considerable skill. This systematic appropriation of the plaintiff's chain of reasoning, illustrations, and references to authorities amounted to an infringement of copyright, though no *verbatim* copying had taken place. It is true that the defendant had expended much skill and mental labour on what he had taken; yet the plaintiff had a right to say that no one had a right to take a substantial portion of his work, and deal with it as he pleased, for the purpose of improving a rival publication.

Verbatim copying is the strongest evidence of an infringement of copyright; but the infringement lies in the

appropriation of the ideas, and not in the transcription of the words. The real piracy here was of the theories and the arguments of the plaintiff. Once published, they became common property, subject to the author's right, as possessor of the copyright in his book, to restrain anybody from unfairly dealing with them. The case of *Pike* v. *Nicholas* shows the strictness with which the Court will protect authors against the most dangerous, because least easily dealt with, form of piracy—namely, the appropriation of thoughts and ideas. The Court can and does protect authors against those who rob them of the results of their invention and labours, whether the plagiarist simply transcribes their compositions or more insidiously "seizes their best thoughts, and as gipsies do with stolen children, disfigures them to make them pass for his own."

RECENT DECISIONS.

EQUITY.

BREACH OF TRUST—SPECIALTY DEBT.

Holland v. *Holland*, V.C.S., 17 W. R. 565, L.J., *ib.* 657

The question whether a debt arising from a breach of trust is proveable against the estate of a deceased trustee as a specialty debt, is likely to be of little importance if the bill to abolish the distinction as to priority of payment which exists between the specialty and simple contract debts of deceased persons becomes law. While such distinction exists, however, it may be worth the reader's while to notice a case which involves the question, as it is one upon which some diversity of opinion has always prevailed.

Perhaps the clearest exposition of the rule of the court as to this is that of Lord St. Leonards in *Adey* v. *Arnold*, 2 D. M. G. 432. As a general proposition, money due under a breach of trust is a simple contract debt, unless there has been a covenant, express or implied, to pay it. There must have been a covenant, or, at all events, a form of words creating the obligation to pay the money upon which an action at law could be maintained, to give rise to a specialty debt. Whatever words are used, a specialty debt will be created only where it is intended that they shall operate as a covenant. Thus, in *Lord Montfort* v. *Lord Cadogan* (19 Ves. 638) there was a declaration under seal by the trustees that they would apply the fund in a particular way, and Lord Eldon held that the obligation thereby created was tantamount to a covenant. There must, it seems, be an express agreement or declaration by the trustee that he will execute the trusts to give rise to a specialty debt: *Wynch* v. *Grant* (2 Dr. 312, 2 W. R. 486), where it was held that an agreement to hold a fund on the trusts of a settlement, did not import an agreement to execute the trusts upon which an action could be maintained; and that, accordingly, the loss of the fund only gave rise to a simple contract debt.

It would seem that from the mere acceptance of a trust under seal no covenant on the part of the trustee can be implied, and therefore no specialty debt can arise. In a very recent case (*Isaacson* v. *Harwood*, 16 W. R. 390, 410) the deed under which it was sought to throw the loss on the defaulting trustee's estate as a specialty debt contained a proviso for redemption, but no covenant on his part to pay principal and interest; and the Lord Justice Cairns held, reversing the decision of Vice-Chancellor Stuart, that the deed did not convert the debt into a specialty debt.

The leading cases are collected in the Vice-Chancellor's elaborate judgment in *Holland* v. *Holland*. The trustee in that case had executed the deed whereby he was appointed trustee. The Vice-Chancellor held that such an acknowledgment of a trust under seal amounted to an obligation under seal to perform the trusts, and decided that the *cestuis que trust* were entitled to rank with the specialty creditors. The Lords Justices reversed this decision, on the ground that no covenant could be implied from the mere acceptance of a trust under seal, which was the principle of the decision in *Adey* v. *Arnold*.

Assuming that the decision of the Lords Justices in *Holland* v. *Holland* is final, we venture to submit the following conclusions from it and the preceding cases.

A debt in respect of a breach of trust will not be proveable as a specialty debt against the estate of a deceased trustee unless there has been a covenant express or implied on his part to perform the duties of his office.

Such covenant will be implied from any form of words that creates an obligation in respect of which an action at law would lie.

The execution of the deed whereby the trustee accepts the duties of his offices does not imply a covenant on his part to perform those duties.

CONSTRUCTIVE NOTICE OF RESTRICTIONS ON THE FREE ENJOYMENT OF LAND.

Feilden v. *Slater*, V.C.J., 17 W. R. 485.

In this case the defendant Sefton occupied leasehold premises and carried on therein his business of a grocer, and the selling by him of wines and spirits in bottle as the agent of a London firm of wine merchants was held to be a breach of a covenant "not to use the house as an inn, public-house, or tap-room, or for the sale of spirituous liquors, ale, or beer." To have decided otherwise would have been to neglect the concluding words, "or for the sale of spirituous liquors, ale, or beer," which were express in restraint of such a trade in liquors as that carried on by him; but the peculiarity of the case was that the restrictive covenant was contained, not in the defendant Sefton's lease, but in a deed of earlier date, whereby the fee of the premises was conveyed by the plaintiff to the defendant Slater, by whom the lease of the premises was afterwards granted to Sefton, together with other property. The defendant denied that when he took the lease of the premises he had any notice of the restrictive covenant affecting his trade. Actual notice probably he had not; but he had neglected to inquire into his lessor's title. Had he inquired, he would have discovered the existence of the covenant. A court of equity will not allow a purchaser to avoid getting notice by not making inquiry, but holds him affected with notice of what appears on the title, if he does not so inquire. This rule, that a purchaser who does not inquire into his vendor's title is affected with notice of what appears upon it, is a general rule which applies as much to a tenant for a term of years as to a purchaser or mortgagee of leasehold or freehold estates and even to yearly tenants: *Wilson* v. *Hart*, 14 W. R, 748, L. R. 1 Ch. 463. A covenant of this kind does not, it would seem, run with the land; but it is something, more than a mere personal obligation into which persons dealing with the property might not be bound to inquire; it is a restriction lawfully imposed by a former owner upon the free enjoyment of the land, which is binding in equity, according to the principle of *Tulk* v. *Moxhay* (2 Ph. 774) and that class of cases, upon his successors in title with notice of the restriction, or, which is the same thing, who would have had notice if they had made those inquiries into the title which it was their duty to do. It is plain that if this were not the law it would be idle to sell property under restrictions of this character if the purchaser had it in his power to defeat the restriction at any time by the simple process of conveying his interest to a purchaser without actual notice of the restriction.

It will be observed that the lessor was unnecessarily made a party to the suit. He was bound by the covenant, it is true, but he had not himself broken it, and it was not in his power to restrain his tenant from selling spirituous liquors. The plaintiff was entitled to an injunction against the latter person for the reasons above stated; but the lessor had done no wrong of which cognisance could be taken in the suit. Against him, therefore, the bill was dismissed.

COMMON LAW.

Bankruptcy—Judgment—Debt and Costs.

Simpson v. *Maravita*, Q.B., 17 W. R. 589.

The principle of the bankrupt law has always been that the bankrupt should be relieved from his liabilities on giving up all his property to his creditors who prove their debts and then receive a per centage rateably on their amount. There are, however, many kinds of liabilities the amount of which is not ascertainable at the time of the bankruptcy, and for such claims no proof can be made. Consequently those entitled to make such claims derive no benefit from the distribution of the bankrupt's estate, and they are, therefore, by the provision of the Bankrupt Acts, not barred by the bankruptcy, and the bankrupt remains liable to them as he was before the bankruptcy. It is only claims proveable under the bankruptcy that are barred by it.

An exception has been grafted on this rule in the case of the costs of an action which could not have been proved. If a verdict and judgment for a debt is recovered after a bankruptcy, although the debt itself could be proved, the costs which were not due at the date of the bankruptcy could not be proved. It has, however, been held that such costs are barred by bankruptcy, although they could not have been proved. The reason for thus holding is, that the costs are only incidental to a debt which might be proved, and the liability to the costs must be the same as that to the debt.

In *Maughan* v. *Vinesberg* (L R. 3 C. P. 318), in the Common Pleas last year, the contrary was decided, and costs were there held not to be barred by a bankruptcy, on the ground that they could not, although the debt in respect of which they were incurred could, have been proved. This decision is opposed to several older authorities which hitherto have always been considered good law.

In *Simpson* v. *Maravita* the Court of Queen's Bench declined to follow *Maughan* v. *Vinesberg*, and adopted the principle of the earlier decisions, holding that costs which could not have been proved were yet barred as incidental to a debt which could have been proved.

On this point, therefore, there is a direct conflict between the decisions of the Courts of Queen's Bench and Common Pleas. It would appear, however, from the report of *Maughan* v. *Vinesberg* that the case was not very fully argued, and the judgments are very short; and, moreover, it seems that the older authorities were not brought before the attention of the Court. For these reasons it seems likely that when the point again arises the principle of *Simpson* v. *Maravita* will be followed rather than that of *Maughan* v *Vinesberg*.

Pleading Equitable Plea.

Murphy v. *Glass*, P.C., 17 W. R. 592.

It has long been settled that the only equitable references which can be set up under section 83 of the Common Law Procedure Act, 1854, are those which would in equity entitle the defendant to an absolute and unconditional injunction. If a court of equity would only grant an injunction on the performance of some condition by the defendant, the courts of law will not recognise the equity, and will leave the defendant to protect himself by obtaining an injunction from a court of equity. One of the advantages of the equity procedure is the facility with which it can bring a large number of parties before it in a suit. Generally speaking, all persons interested in the subject matter of the suit should be made parties to it. It is quite possible that a defendant at law, who has a good equity which would entitle him to an absolute or unconditional injunction to restrain the action, could only obtain that injunction by bringing before the court of equity other persons besides the parties to the action at law. The question has arisen, but has not yet been clearly decided, whether under such circumstances a defendant is necessarily unable to assert such an equity at law, under section 83 of the Common Law Procedure Act, 1854.

In *Colles* v. *Prendergast* (10 Ir. C. L. Rep. 339) Christian, J., says—"Is there any decision to the effect that in a simple case, where full relief could be granted in a court of equity, an equitable defence would be inadmissible in a court of law, solely upon the grounds that a person who might have been bound in equity could not be bound at law, inasmuch as he could not be made a party to the action?" The case, however, does not decide this point one way or the other.

Cummings v. *Morris* (Smith's New York Appeals, 625) was an action upon two promissory notes. An equitable defence set up an unliquidated demand (which could be liquidated in equity) growing out of partnership dealings between the defendant, the payee (the notes had been transferred to the plaintiff by the payee, after they were due, and so were subject to all equities), and a third person. The defence was held bad for want of parties, as the matter could not have been set up as a substantive claim in equity, without having the third person also before the Court.

In *Schlemberger* v. *Lister* (8 W. R. 523) an equitable replication was held bad, on the ground that a Court of equity would not grant an injunction without having other persons besides the parties to the action before it; and Blackburn, J., says, "the plaintiff must go to a court of equity for an injunction to restrain the defendant from pleading this plea upon such terms as would make a complete equity."

In *Murphy* v. *Glass* this point, amongst others, again arose, but was not decided. The judgment, however, by its wording, seems to assent to the argument that it is necessary that an equitable plea should show facts which would induce a Court of equity to grant an unconditional injunction with the parties to the action alone before it. The question, therefore, put by Christian, J., in *Colles* v. *Prendergast*, cannot yet receive a decided answer.

In *Cummings* v. *Morris* the general principle appears to have been laid down that an equitable plea is not good unless an injunction could be obtained with the parties to the action alone before the Court of equity. This, however, being an American decision, has not the same weight as a precedent as an English or Irish case.

In *Schlemberger* v. *Lister* the absence of parties who were entitled to be heard on the question rendered it doubtful whether an unconditional injunction would be granted. *Murphy* v. *Glass* leaves the matter pretty nearly as it was before. It is, therefore, perhaps still open for contention that the mere absence of a party who would have to be brought before a Court of equity to enforce a claim will not *necessarily* prevent the setting up of the same claim as an equitable defence under the Common Law Procedure Act, 1854.

COURTS.

COUNTY COURTS.

Exeter.

(Before Mr. Serjeant Petersdorff, Judge.)

March 3.—*Marchant* v. *Holman*.

In an action for trespassing on plaintiff's premises and breaking down a wall there, defendant alleged by way of justification that he, as occupier of a certain cottage, had, in common with the occupiers for the time being of certain other cottages, a right by prescription arising from twenty years' use, to take water from a certain well on payment of a proportionate (but undefined) part of the expense of keeping the pump, which was fixed in the well, in repair; and he averred that the plaintiff had placed a certain obstruction in a path by which the defendant had been accustomed to go to the well, and that the acts complained of were only such as were necessary to remove that obstruction, and get at the well.

Held, that the alleged prescriptive right could have no legal existence, and, therefore, afforded no ground of justification.

This was an action for trespassing on a certain courtyard belonging to the plaintiff, and destroying a part of the wall of a certain pump-house there.

The facts of the case were as follows:—The plaintiff and defendant both reside at Tedburn St. Mary. Their cottages are adjacent. In the courtyard belonging to the plaintiff's cottage there is a pump which the defendant and certain other persons have, until recently, been accustomed to use. The cottages of the plaintiff and of the defendant, and also the cottages in which those other persons reside who have been in the habit of taking the water, formerly all belonged to a common owner. One Daniel Marchant was the last owner of the entire and undivided property. He died in the year 1826, and, by his will, devised the different cottages to various individuals. After various intermediate conveyances and descents, the cottage in the courtyard of which the pump is situate, became vested in the plaintiff's husband. He died at Christmas, 1867, having devised the cottage to the present plaintiff. Defendant has for some years past been the occupier of one of the other cottages, which formerly formed part of Daniel Marchant's property. Soon after she came into possession the plaintiff told the defendant that he might continue to take water from the pump, but that he could only come in by a certain way. The way indicated was one of two ways by which persons had been in the habit of going to the well. Defendant insisted on his right to use either way he chose. Plaintiff, however, soon afterwards walled up the way by which she had forbidden defendant to enter. On the 20th October, 1868, defendant broke down the wall which obstructed his alleged way. It was for this alleged trespass that the present action was brought.

There was much hard swearing as to whether access to the pump had ever been refused, or the pump itself locked up. There could be no doubt, however, that, in a general way, it had been used by all the persons living in Daniel Marchant's cottages. Defendant and his witnesses alleged that the use of the pump had never been refused, in their recollection, since Daniel Marchant's death, and the consequent severance of the property in 1826; and they said that whenever the pump had been repaired the expense had been paid by contributions from all the occupiers of Daniel Marchant's cottages. The proportions in which such contributions were raised did not, however, appear, and seemed to be indefinite. The plaintiff and her witnesses alleged, on the other hand, that the pump had often been shut up. The plaintiff admitted that she herself received money from the occupants of Daniel Marchant's property for the use of the water, and that such payments might, for anything she knew to the contrary, have been continuously made. She insisted, however, that they were made as acknowledgments only.

Judgment deferred.

July 6.—Serjeant PETERSDORFF being absent, from illness, the following judgment, written by him, and duly signed, was read by the Registrar of the court:—

The question in this case is whether the defendant has established a right to a pump, and means of access to it, on premises admitted to be in the possession of the plaintiff. The *locus in quo* is fully and accurately described in the plaint, and exemplified by a sketch produced and agreed to at the trial.

The premises of the plaintiff and defendant, and other premises, were originally the property of Daniel Marchant, who, in 1826, bequeathed different portions to several devisees:—among others, to his son Daniel Marchant (through whom the plaintiff claims) the portion in which the pump-house is; and another portion to John Marchant. It is in respect of this part of the testator's estate (*i.e.*, the part bequeathed to John Marchant) that the defendant claims a right of way or ways, and the use of the pump. It is unnecessary to notice the other devises, or the devolutions of the respective properties. Down to 1826 there was but one owner of the entirety, and, in the devises to the several parties, no easement or right of way, or right to the use of the pump, is conferred or reserved. John Marchant, through whom the defendant claims, eight or nine years ago sold the premises devised to him to William Seward, who re-sold a part, consisting of a blacksmith's shop and a cottage, to the defendant. In the conveyance to Mr. Holman, the defendant, no right to the use of the pump nor accessorial way is granted. John Marchant, Seward's vendor, was called as a witness. He negatived the alleged prescriptive right, and swore that he paid one or two shillings a-year, as compensation for the use of the water. The defendant's witnesses denied the payment of an annual sum for access to the pump, but alleged that they paid in common *for repairs* at intervals.

Every prescriptive right pre-supposes a legal grant. How could there be a valid grant to an indefinite number of occupiers, who were to contribute an indefinite proportion to repairs? Was the whole of the contributions to be made by the owner of the dominant tenement, or was the owner of the servient tenement to be a contributory, and, if he was, in what proportion? No provision seems to have been made as to keeping in repair the means of access. The pump and the way or ways to it are undivisible. No grant of this uncertain and undefined character could be sustained. Definity, precision, and intelligible practical certainty is the essence of a prescriptive right. The one now got up could not have had a legal origin. Again, how can a *prescriptive* right be apportionable among undefined dominant inheritances? But the short and conclusive answer to the defendant's supposed right is supplied by the case of *Poldens* v. *Bostard*, 11 W. R. 778, in which it was decided that the use of a pump is a discontinuous easement (see also Gale on Easements, pp. 76, 77, 3rd ed.). My judgment must therefore be for the plaintiff, with one shilling damages; but, as the views embodied in this judgment were not presented to my attention at the trial, nor relied on by either side, I must, contrary to the usual course, direct that each party bear his own expenses.

Judgment for the plaintiff for one shilling: each party to pay his own costs.

(Before ALDBOROUGH HENNIKER, Esq., Deputy Judge, and a Jury.

July 6.—*Scudamore and Another* v. *Paine.*

A lease for a term of seven years contained a proviso that "the rent being duly paid and the covenants on the defendants part duly performed," either party might by six months' previous notice determine the lease at the end of the first three or five years. Defendant gave notice to determine the lease at the end of the first three years. Plaintiff accepted the notice, and let the house to another tenant.

Held, that, notwithstanding the terms of the proviso, plaintiff was not estopped from afterwards alleging that defendant had committed a breach of covenant before the determination of the lease.

A lease for seven years determinable at the end of the first three or five years contained a covenant by defendant to execute certain repairs "at the expiration of the first five years thereof." The lease was determined at the end of three years.

Held, nevertheless, that defendant was not bound to do the repairs in question until the expiration of five years from the commencement of the lease.

In this case Sir Edwyn Francis Stanhope Scudamore and Harriett Underwood were the plaintiffs; and William Paine was the defendant. The action was to recover the sum of £18 16s. 3d., for the breach of certain covenants in a lease.

Mr. Floud appeared for the plaintiffs. Mr. Brutton Ford (of the firm of H. & B. J. Ford) was for the defendant.

By an indenture dated in December, 1865, and made between the plaintiffs of the one part and the defendant of the other part, the plaintiffs demised a certain house situate on Southernhay, in Exeter, to the defendant to hold for the term of seven years from the 26th December, 1865. At the end of the lease was a proviso that "the said rent being duly paid and the covenants herein contained on the lessee's part having been duly observed and performed," either party might, on giving to the other six months' previous notice in writing, determine the tenancy at the end of the first three or five years.

The lease contained a general covenant by the defendant to repair the interior of the house, and also a special covenant to paint in the following terms:—"And also shall and will once in the term hereby demised, *and before the expiration of the first five years thereof*, well and effectually and properly paint once over in good oil colour all such parts of the said premises hereby demised, as have been painted, except the outside walls and woodwork of the said dwelling-house and outbuildings, and except the roofs thereof."

In accordance with the above-mentioned proviso the defendant, at the end of the first three years of the tenancy, gave plaintiffs notice to determine the lease. Plaintiffs accepted this notice, and received possession of the house from

the defendant. Soon after defendant left plaintiffs let the house to new tenants. After the acceptance of defendant's surrender plaintiffs gave him notice that they had a claim against him for breach of the covenant to repair. He refused to satisfy the demand, and on this refusal the present action was brought. Plaintiffs claimed £11 6s. 9d. for the breach of the general covenant to repair, and £7 9s. 6d. for the breach of the special covenant to paint.

Mr. Ford contended that the action could not be maintained. The plaintiffs had accepted defendant's surrender. and had even re-let the premises. By both these acts they had acknowledged that they were in actual possession of the property, and that the tenancy had determined. This determination could only have arisen from the act of the tenant. The proviso for determination only gave the tenant power to put an end to the term if his covenants had been duly performed. Therefore the plaintiffs were now estopped from alleging that the covenants had not been performed. He cited Woodfall on Landlord and Tenant, where the practice of drawing the lease so as to make the performance of covenants a condition precedent to the power to determine is condemned as being unfair to the tenant. He therefore contended that the full and strict legal benefit of this form ought to be allowed to the tenant.

His Honour (without assigning any reasons) said that he was against Mr. Ford's contention, and held that the plaintiffs were not estopped.

Mr. Ford next argued that the defendant need not perform the special covenant to paint until the end of the fifth year from the commencement of the tenancy. Where a certain time is fixed for the doing of an act, the obligee has the whole of the time to do it in. In this case, leave and licence to enter and paint at the fifth year must be implied, and therefore the previous determination of the tenancy was no argument against his contention.

His Honour held that this contention was correct, and that no breach of the special covenant to paint had occurred.

Subsequently a verdict for the plaintiffs was given on the general covenant.

Judgment for the plaintiffs for £11 6*s.* 9*d.*

APPOINTMENTS.

Mr. Arthur Hobhouse, Q.C., has been appointed one of the Commissioners for the purposes of "The Endowed Schools Act, 1869." He will receive a salary of £2,000 per annum. Mr. Hobhouse is a son of the late Right Hon. Henry Hobhouse (a cousin of the late Lord Broughton, better known as Sir John Cam Hobhouse), who was a barrister of the Middle Temple, and for some time held the office of Solicitor to the Treasury; he was Under-Secretary of State for the Home Department from 1817 to 1827, and for many years after was Chairman of Quarter Sessions for Somersetshire. Mr. Arthur Hobhouse, who was born in 1819, was educated at Balliol College, Oxford, where he graduated M.A. in 1841. He was called to the Bar at Lincoln's-inn in May, 1845, and was created a Queen's Counsel in 1862; he formerly practised as an equity draughtsman and conveyancer. Mr. A. Hobhouse is a younger brother of the Right Rev. Edmund Hobhouse, late Bishop of Nelson, in New Zealand.

Mr. Charles Lovell Lovell, barrister-at-law, has been appointed by Lord Penzance to be Registrar of the Court of Probate, at Wells, Somersetshire, in place of the late Mr. J. J. Rocke, solicitor, deceased, The office is said to be worth upwards of £1,000 per annum. Mr. C. L. Lovell, who is a son of Mr. Edwin Lovell, solicitor, and Clerk of the Peace for Somersetshire, was called to the Bar at the Middle Temple in April, 1863, and is a member of the Western Circuit; he has also been manager of the Wells branch of the West of England Bank.

Mr. David Peter Chalmers, of the Scotch Bar, has been gazetted as magistrate for the Gold Coast Settlements, on the Western Coast of Africa, and assessor to the native chiefs within the protected territories near or adjacent to those settlements. Mr. Chalmers, who was educated at the University of Edinburgh, became a member of the Scotch Faculty of Advocates in 1860.

Mr. Adolphus Edgar Church, solicitor, of Colchester, has been elected Clerk to the Wyvenhoe Burial Board, in succession to his late father, Mr. J. H. Church, who held that office since the formation of that body in 1855. Mr. A. E. Church has also been appointed to carry on the duties of Vestry Clerk of Wyvenhoe, and has been re-elected Secretary and Solicitor to the Wyvenhoe and Elmstead Association for the Prosecution of Felons.

Mr. Keighley Walton, solicitor, of Halifax, has been appointed Town Clerk of the borough of Southport, and Clerk to the Southport Improvement Commissioners and Burial Board, in the place of Mr. C. S. Goodman, solicitor, resigned. Mr. Walton had previously held a subordinate office in the corporation of Halifax.

Mr. Frederick Beck Marriott, solicitor, of Stowmarket, Suffolk, has been appointed Clerk to the Board of Guardians of the Stow Union, in the room of Mr. E. P. Archer, solicitor, who has resigned. Mr. F. B. Marriott is a son of Mr. John Marriott, solicitor, clerk to the justices for Stow Hundred, and also clerk to the Commissioners of Taxes. He was certificated in Hilary Term, 1859, and is one of the coroners for the county of Suffolk.

Mr. Charles Berkley Margetts, solicitor, of Huntingdon, has been appointed Clerk to the Commissioners of Land, Assessed, and Property Taxes for that district, in succession to his father, Mr. Charles Margetts, who has resigned. Mr. C. B. Margetts, who was certificated as an attorney in Trinity Term, 1862, was recently appointed to succeed his father as coroner for the Hurstingstone district of the county of Huntingdon.

Mr. Henry Markham Pike, (Pike & Son), solicitor, of Old Burlington-street, Westminster, has been appointed a London Commissioner to administer oaths in Chancery.

Mr. Thomas Scholes Grundy, solicitor (T. A. & J. Grundy & Co.), Bury, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

Bill of Exchange.

Sir,—I shall feel obliged if you, or one of your readers, will answer the following questions in your *Journal*.

A. being indebted to B. in £100 accepts a bill for that sum drawn by and payable to the order of B., to enable him at once to obtain the amount by discounting the acceptance. Simultaneously with the giving of the bill B. agrees by letter to assist A. with £50, to take it up at maturity, and to give him further time to pay the balance of the debt.

1. Could A. plead this as a defence, to the extent of £50, in an action by C., an indorsee, with notice of the agreement?

2. If A. should be compelled to pay the whole £100, would he have any, and what, remedy over against B.?

August 9. T. C. S.

Law Digest.

Sir,—The early preparation of a digest of the law has evidently become of greater importance in consequence of one of the recommendations of the Judicature Commission. The publication of a digest of the entire law would be an invaluable introduction to the institution of courts of first instance, and it would have been satisfactory had the Digest Commissioners informed us what progress was making in the matter, and what, if any, were the difficulties which they had to overcome.

Of the materials to be digested—viz., first, statute law, and second, case law, or in other words, the volumes of statutes and volumes of reports—the treatment of the one would seem to be tolerably simple, and that of the other likely to be attended with considerable difficulty. In what is called case law we get a multiplicity of law material: for instance, we get the enunciation of the principles and axioms of the common law and their extension by analogy to new cases; we get further the interpretation of the statute law; and we get further the development almost from first to last of the principles of equity, besides other special branches of law which it is unnecessary to mention. Presumably, every reported case has a title to be reported, and the labour of digesting these cases would seem to be herculean, and the bulk impossible; but many of them have probably since become obsolete, many perhaps have been overruled, many relate to points of practice only, and many have resulted from circumstances perhaps too exceptional to justify their

insertion. Still, when all unnecessary ones are thrown out, the question will be, what is the residuum left? Under some heads it seems likely that it will be very considerable, and almost the first question which arises is upon what plan the digest should be constructed; that is, is it the business of the person compiling the digest to exhaust the reports, or is it enough to make it an epitome of leading principles supported by well-known selected cases? And in connection with this question comes another—viz., what is to be the authority of the digest when issued? Is it to be allowed to go below the digest to cases which have been reported, but which are not noticed in it?

One cannot have occupied oneself with even a few passing thoughts on the preparation of a digest without starting the inquiry, what is the distinction between a digest and a code? A code, it seems to me, is a determination and at the same time a declaration of what the law shall be; a digest is only a declaration of what the law is. A code is of authority and supersedes everything, both reports and statutes. A digest is not of authority and supersedes nothing. If this distinction is correct as far as it goes, it fixes the place of the digest, and gives an answer to the inquiry I have just suggested. However, it would be both disappointing and humiliating if an authorized digest were either erroneous, or to any great extent imperfect or insufficient, and hence it does seem almost imperative that the reported cases should be exhaustively treated.

But, after all, is a digest exactly what we want? Concurrently, or perhaps, antecedently, to the institution of courts of first instance the Judicature Commission recommend the amalgamation of the superior courts of law and equity, and the fusion of the principles by which those courts have hitherto been distinguished. If this fusion is not accomplished before the issuing of the digest, can it be accomplished by means of it? Nay, looking to the length to which some equitable doctrines have been carried, such, for instance, as constructive notice, the tacking and consolidation of mortgages, and many others, can it properly be accomplished at all without legislative interference?

Bath. E. S.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Aug. 6.—The *Dividends on Public Stocks Bill* was read a second time, the Marquis of Lansdowne explaining that it would enable the bank to send these dividends through the Post Office, as the railway and other companies do.

The *Adjutants (Jury) Exemption Bill.*—The order for the second reading was discharged.

The *Cursitor (County Palatine of Durham) Bill* passed through committee.

The *Telegraphs Bill*, the *Clerks of Assize Bill*, and the *Criminal Lunatics Bill* were read a third time and passed.

The *Metropolitan Building Act* (1855) *Amendment Bill* was read a third time and passed.

The *Hackney and Stage Carriages Law Amendment Bill* was read a third time and passed.

The *New Law Courts.*—Lord Denman moved that a message be sent to the Commons for a copy of the report and proceedings of the select committee on the New Law Courts.

The motion was agreed to.

Aug. 9.—The *Bishops' Resignation Bill.*—The Commons' amendments were agreed to.

The *Habitual Criminals Bill.*—The Commons' amendments were agreed to.

The *New Law Courts.*—Lord Denman, calling attention to the report of the select committee on this subject, expressed an opinion that the concentration of the Law Courts was unnecessary. He saw no reason why Westminster-hall should be abandoned for the problematical advantage of obtaining better accommodation, or for the sake of saving barristers a walk from their chambers, and enabling leading barristers to undertake a large number of cases, to the detriment of their juniors. Mr. Baxter, a member of an eminent legal firm, had stated his preference for a site near the Thames on the ground that it would have the three "R's"—viz., access, by road, river, and rail; but Westminster and Guildhall already possessed these recommendations, and he was convinced that causes must be tried in several parts of this great metropolis. He hoped the Government would not be induced to embark in any scheme without consulting Parliament for the mere sake of saving £34,000 a year interest on the purchase-money of the Carey-street site. Let them *stare super antiquas vias*, and take no action without obtaining the sanction of Parliament.

August 11.—Remaining orders having been disposed of, Parliament was prorogued.

HOUSE OF COMMONS.

Aug. 6.—*Public Prosecutor.*— Sir D. Wedderburn gave notice that the next session he would move for a select committee to inquire into the working of the system of public prosecutor in Scotland, with a view to its amendment, and to the establishment of similar institutions in other parts of the United Kingdom.

Extradition Treaties.—Mr. Otway, in answer to Mr. W. M. Torrens, said there had been communications from one or two foreign governments lately with regard to the renewal of extradition treaties. He believed that the question had been under the consideration of the Government, and that they had determined next session to introduce a bill embodying the recommendations of the select committee which reported last session.

Assize Sentences on Criminals.—Mr. J. Lowther, for Sir G. Jenkinson, asked whether the attention of the Home Secretary had been called to the great inequality of sentences frequently passed at assizes on various criminals. He then cited several instances from the *Times'* reports; he had, however, been unable to identify the cases.

Mr. Bruce said that he also had been unable to verify the cases cited by the hon. baronet, but he had no doubt that at the recent assizes, as at previous assizes, inequalities might be observed in the sentences. They might be accounted for partly by the fact that all the circumstances which dictated to the judges the decisions to which they came were not reported, and partly by the different constitutions of the minds of the judges. With regard to the substantial part of the question, whether the Government intended to take any legislative steps to obtain greater uniformity in the sentences passed upon criminals, he was not prepared to answer the question affirmatively.

The *Habitual Criminals Bill* was read a third time and passed.

The *Charity Commissioners Bill* was considered in committee.

The *Presentation to Benefices belonging to Roman Catholics Bill* passed through committee.

Revising Barristers.—Colonel French asked the Secretary for the Home Department whether there was any foundation for a statement that the Lord Chief Baron called a meeting of the revising barristers for the Home Circuit at Lewes, and informed them that the judges had agreed that the appointment to their offices should be considered temporary, and that in future a preference should always be shown to the sons and relatives of judges, in selecting individuals for these offices. If this were true it was the extension to England of a practice long pursued in Ireland.

Mr. Bruce read a letter received from the Lord Chief Baron.* This was all the information he was able to give in relation to the question.

The *Marriage Laws.*—Sir Roundell Palmer called attention to the report of the Marriage Law Commissioners, and asked whether it was the intention of the Government, next session, to introduce a bill for the purpose of establishing a marriage law as nearly as possible uniform for all parts of the United Kingdom, upon principles of equality as between all churches and religious denominations. He had been unwilling to press the question earlier on account of the heavy business the Government had had in hand. But among the subjects intimately connected with the Irish Church question now settled was the relation borne by the Church now disestablished to the marriage law of that part of the United Kingdom, the effect of what had been done being to produce, as soon as that Act came into operation, an absolute deadlock with regard to the marriage law affecting a very large class of her Majesty's subjects in that part of the United Kingdom, and not only affecting those belonging to the Church of England in Ireland, but also in a great measure the marriage law affecting all classes of her Majesty's subjects in that part of the United Kingdom who were expected by law to take advantage of the

* Quoted at length in another column.

arrangement made, with reference more especially to the position of the Established Church. There had been several bills introduced in order to mitigate the inequalities and inconveniences of the extraordinary state of law as to marriage now prevailing in Ireland. There had also been many cases which drew attention to the Scotch "irregular" marriages, and the scandal of such a mass and variety of marriage laws led to the Royal Commission. Its report received the entire concurrence of Lord Chelmsford, Lord Cairns and Lord Hatherley. Besides them there were Lord Penzance, who entirely concurred in the recommendation; the Queen's Advocate, Sir Travers Twiss, who, with some trifling modifications, concurred in the report; Mr. Walpole and Lord Lyveden, the Under-Secretary for the Colonies, and the Lord Chancellor of Ireland—both able and worthy representatives of the Roman Catholic portion of the community. From Scotland, entirely concurring in the recommendation of the report, were the Solicitor-General for Scotland, Mr. Young, and Mr. Murray Dunlop, formerly M.P. for Greenock, connected with the Free Church. These gentlemen—entirely and without qualification, except in the case of one of their number, an immaterial qualification on a small point of detail, the rest without any qualification—concurred in the report to which I shall now invite the attention of the House. There was one other commissioner—Lord Lieutenant Inglis—who did not concur in the recommendations affecting Scotland. With that exception the Scotch commissioners represented the feeling of the Presbyterians; the Irish commissioners the Roman Catholics; and the English commissioners represented the legal science, as well as to a great degree, the general intelligence of the country. The state of the law which the Commission had to examine and report upon exhibited probably as extraordinary a condition of the law as it was possible to imagine in a country so highly civilized as ours. The law of England draws a very sharp line at the outset between members of the Established Church and all the other members of the community. As regards members of the Established Church, in its desire to guard against clandestine marriages the law recognizes two modes of doing so. One, the process of marriage by banns, appears by the evidence to be perfectly useless in the only cases in which it would appear to be of importance. As to the licence, a very small sum will procure what is practically a dispensation from all precautions whatever. A person may get the licence and be married the same day. The inquiries made are purely formal, and if everything that is said in answer is absolutely false it will make no difference whatever in the ultimate results. In the Established Church marriages no civil registrar is required to be present, or to have any notice given to him. On the other hand, with regard to all bodies of Nonconformists, the presence of a civil registrar is required, and notice has to be given in his office. In many respects the particulars required are well conceived; but the difficulty was to explain why, whatever is good for one class as far as notice is concerned is not equally good for the other. In all those forms of English marriages, the law may be invalidated by a non-compliance with any of the requirements of the law, although these, in themselves, for the most part do not seem so important as that a marriage once solemnized should be voided on the mere ground of error or accident. For instance, if the place where the marriage is celebrated is not properly consecrated or set apart, or if the marriage is effected in some other locality than where the banns have been called, or if any other error affecting time or place is made by the parties. These criticisms, which in Scotland were thought to be solid and sound against the English marriage law, the Commissioners thought well deserving of attention, and while it would be a great thing to get a uniform system for all parts of the United Kingdom, they considered that this was to be gained by applying principles of amendment to every part of the United Kingdom, and not by endeavouring to force the law of England upon Scotland or Ireland, or the law of either of those countries upon England. Then, in Ireland, the state of the law is very much worse. There are at least five different methods of marriage. First of all, in what was lately the Established Church, there is no material difference from the system prevailing in England, though there are some differences of detail. Then, as to the Roman Catholics, there is absolutely no marriage law at all; it is left under the old canon law, and nothing but the presence of a priest is necessary in order to make a complete and good marriage between Roman Catholics in Ireland. But if a Roman Catholic priest should celebrate a marriage between a Roman Catholic and Protestant, or even between a Roman Catholic and a person who has been a Protestant within a year of the marriage, it is a criminal offence of a very high order, and the marriage is absolutely void. And yet, in England, a Roman Catholic priest, in a place duly registered, might solemnize a marriage, even between two Protestants; and so might a Dissenting minister. But in Ireland the marriage law is denominational to a most extraordinary degree. There is one law for the Episcopalian Anglicans; another, and the loosest of all, except that of Scotland, for the Roman Catholics; a third law for the Presbyterians, who have a special system of their own, rather like that of the lately Established Church, but not the same; and for all the other bodies a fourth system. Lastly, there is the system of civil registry. Then in Scotland there is a state of things entirely different from both the other countries. Till 1834 there were several laws in force, and there were also irregular marriages, subjecting the parties to fine. The regular marriages were those in which banns were asked, and marriages celebrated by a minister of religion; but the regular marriages were only permitted to be celebrated by ministers of the Established Church. The consequence was that a very considerable proportion of the marriages in Scotland were solemnized irregularly, and parties used to go before the magistrates and get themselves convicted of the crime of an irregular marriage, and so procure if not a marriage licence in another form, at all events some legal recognition of the fact. In 1834 Lord Russell introduced a measure to do away with these religious distinctions, enabling ministers of other religious denominations to solemnize marriages in all respects as lawful as those of the Established Church, and the effect of the change was that irregular marriages disappeared very largely from the general social system of the country. Subsequently Lord Brougham's Act abolished Gretna-green marriages by requiring fourteen days' residence in Scotland. At present in Scotland, a promise in writing, *subsequente copulâ*, constitutes a marriage, though kept secret. But there is another way in which a mere verbal promise, made before witnesses, though the parties never lived together afterwards, would constitute a marriage, and overturn any honourable marriage entered into subsequently. The *Dalrymple case* was an instance. He would state the most important of the recommendations which might be adopted with advantage. The commissioners thought that our object should be to secure uniformity of the marriage laws, if possible, throughout the United Kingdom, to secure, as far as possible, the authentication of the fact of the marriage having occurred. Of course the commissioners had to consider whether it was desirable to adopt the continental system, under which the parties merely enter into a civil contract before civil officers. While admitting the simplicity of that system they did not recommend its adoption for two reasons—first, that it would be impossible to reconcile the public mind to a purely secular system of marriage; and, second, that they could attain their object by making every religious minister, of whatever denomination, a civil officer for the purpose of seeing that the requirements of the law are satisfied, and of reporting to the registrar that the marriage has been solemnized.

Mr. Monk hoped the bill would be framed during the recess.

Mr. Bruce fully recognized the urgency of the case: the subject had not been overlooked by the Government, though pressure of business had prevented them touching it this session; but he could not absolutely pledge the Government to the introduction of a measure next session. This present session they had had to postpone legislation on three pressing questions of international law—namely, the law of naturalization, the law of extradition, and the law of foreign enlistment. They were also pledged to bring in an Irish land bill and a bill on education, besides minor, but still important subjects; but it was the desire of the Government to deal with the question, and deal with it once and for all, and to deal with it on the broad and liberal principles laid down in the report of the Commissioners.

Mr. Hinde Palmer hoped that when dealing with the marriage laws the Government would consider the subject of marriage with a deceased wife's sister, with the view of arriving at a settlement on that much disputed question.

Liabilities of Railway Companies.—Mr. Denison called attention to a recent case in which a lady teacher of dancing had obtained £1,500 damages from a railway company for an injury to her spine sustained after her tripping over a hole in a waiting-room carpet. Where railway companies or directors were concerned every small injury or wrong assumed exaggerated proportions. He asked the attention of the House to this subject on public grounds alone; and the broad proposition he laid down was this:—It was not the interest of the public to relieve railway companies from liability in proven cases of negligence or neglect, but neither was it the interest of the public to hold them liable for injuries in such a case as he had detailed. If courts of justice were to act as insurance arbitrators in every case of accident between the public and railway companies, then railway companies ought to have the powers of insurance companies and charge a special rate in proportion to the risk they ran. Railway companies did not ask to be relieved of general liability, they only asked that damages should be apportioned to the fare received and the distance run. He hoped when he brought this subject forward next session he should have the sympathy and assistance of the right hon. gentleman the President of the Board of Trade.

Mr. Bright thought it one of the most monstrous cases he had ever seen in connexion with questions of compensation. His opinion was that the whole law with regard to compensation for accidents as now worked with regard to railways was one of very serious injustice, and deserved the examination and consideration of the House. There were, no doubt, instances from time to time of neglect and carelessness on the part of railway companies for which they ought to suffer. But there was also a system which he considered to be little better than swindling practised upon railway companies. And if the hon. gentleman at the beginning of next session would move for a select committee to inquire into this matter thoroughly, with a view to obtain justice for the companies as well as for the public, he thought himself empowered to say that no objection would be made by the Government to the appointment of such a committee, and he trusted that its report would enable Parliament to establish a system better than the present one.

Aug. 9.—*New Standing Orders Relating to Companies' Bills.* Mr. Dodson proposed the repeal of standing order 69, and the substitution of the following:—"Every bill originating in this House and conferring on the promoters thereof, being an incorporated company, additional powers, shall, after the first reading thereof, be referred to the examiners, who shall report as to compliance or non-compliance with the following order. The bill, subsequently to the deposit of the petition for the same, shall be submitted to a meeting of the proprietors of such company at a meeting held specially for that purpose. Such meeting shall be called by advertisement inserted for two consecutive weeks in a morning newspaper published in London, Edinburgh, or Dublin, as the case may be, and in a newspaper of the county or counties in which the principal office or offices of the company is or are situate; and also by a circular addressed to each proprietor at his last known or usual address, and sent by post, or delivered at such address, not less than ten days before the holding of such meeting, enclosing a blank form of proxy, with proper instructions for the use of the same; and the same form of proxy and the same instructions, and none other, shall be sent to every such proprietor; but no such form of proxy shall be stamped before it is sent out, nor shall the funds of the company be used for the stamping any proxies, nor shall intimation be sent as to any person to whom the proxy may be given or addressed, and no other circular or form of proxy relating to such meeting shall be sent to any proprietor from the office of the company, or by any director or officer of the company, so describing himself. Such meeting shall be held not earlier than seven days after the last insertion of such advertisement, and may be held on the same day as an ordinary general meeting of the company. At such meeting the said bill shall be submitted to the proprietors aforesaid then present, and approved of by proprietors, present in person or by proxy, holding at least three-fourths of the paid-up capital of the company represented at such meeting, such proprietors being qualified to vote at all ordinary meetings of the company in right of such capital, the votes of proprietors of any paid-up shares or stock other than debenture stock, not qualified to vote at ordinary meetings, whose interests may be affected by the proposed Act, if tendered at the meeting, shall be recorded separately. There shall be deposited at the Private Bill-office a statement of the number of votes if a poll was taken, and the number of votes recorded separately."

The motion was agreed to.

Mr. Dodson then moved the repeal of standing order 70, and the substitution of the following:—"In the case of every bill brought from the House of Lords in which provisions shall have been inserted in that House, empowering any company already constituted by Act of Parliament to execute, undertake, or contribute towards any work other than that for which it was originally established, or to sell or lease their undertaking, or any part thereof, or to amalgamate the same, or any part thereof, with any other undertaking, or to abandon their undertaking, or any part thereof, or to dissolve the said company, or in which any such provisions originally contained in the bill shall have been materially altered in that House, or by which any such powers shall be conferred on any such company not being the promoters of the bill, the examiner shall report as to compliance or non-compliance with the following order:—The bill, as proposed to be introduced into this House, shall be submitted to a meeting of the proprietors of such company at a meeting held specially for that purpose. Such meeting shall be called by advertisement, inserted for two consecutive weeks in a morning newspaper published in London, Edinburgh, or Dublin, as the case may be, and in a newspaper of the county or counties in which the principal office or offices of the company is or are situate; and also by a circular addressed to each proprietor at his last known or usual address, and sent by post or delivered at such address, not less than ten days before the holding of such meeting, enclosing a blank form of proxy, with proper instructions for the use of the same; and the same form of proxy and the same instructions, and none other, shall be sent to every such proprietor; but no such form of proxy shall be stamped before it is sent out, nor shall the funds of the company be used for the stamping any proxies, nor shall intimation be sent as to any person to whom the proxy may be given or addressed, and no other circular or form of proxy relating to such meeting shall be sent to any proprietor from the office of the company, or by any director or officer of the company so describing himself. Such meeting shall be held not earlier than seven days after the last insertion of such advertisement, and may be held on the same day as an ordinary general meeting of the company. At such meeting the said bill shall be submitted to the proprietors aforesaid then present, and approved of by proprietors, present in person or by proxy, holding at least three-fourths of the paid-up capital of the company represented at such meeting, such proprietors being qualified to vote at all ordinary meetings of the company in right of such capital, the votes of proprietors of any paid-up shares or stock other than debenture stock, not qualified to vote at ordinary meetings, whose interests may be affected by the proposed Act, if tendered at the meeting, shall be recorded separately. There shall be deposited at the Private Bill-office a statement of the number of votes if a poll was taken, and the number of votes recorded separately."

The motion was agreed to, as were also some consequential amendments in the standing orders.

The New Law Courts.—Mr. Monk asked the Chancellor of the Exchequer whether the Government intended to take any steps during the recess in reference to the erection of the new Law Courts.

The Chancellor of the Exchequer said that any step which the Government might take must be one of two kinds. They must either give notice to acquire fresh land upon which to erect the buildings, or they must obtain a grant from Parliament for the erection of new buildings. As to the first, the committee had not recommended the acquisition of any fresh land, and therefore there would be no notice given of any bill for the purpose; and as to the other course, as no grant had been obtained from Parliament to erect these buildings upon either site, he could not see how the Government could possibly take any steps for the erection of buildings until Parliament met again.

Aug 11.— *The Ratepaying Clauses.*—Mr. Harcourt gave notice that on an early day next session he would move that it is expedient to repeal so much of the Reform Acts as makes the right of voting for members of Parliament dependent on the payment of rates.

Parliament was then prorogued.

BILL RECENTLY INTRODUCED BY MR. RATHBONE, MR. GREGORY, &c.*

A BILL TO AMEND THE LAW RELATING TO THE REMUNERATION OF ATTORNEYS AND SOLICITORS.

Whereas it is expedient to amend the law relating to the remuneration of attorneys and solicitors:

Be it enacted, &c.

Preliminary.

1. This Act may be cited as "The Attorneys and Solicitors Remuneration Act."

2. This Act shall not extend to Scotland or Ireland.

3. Words have the same meaning in this Act as in the Acts 6 & 7 Vict. c. 73, and 23 & 24 Vict. c. 127.

The word "client" means and includes any person who as a principal, or on behalf of another person, by his authority or by authority of law, retains or employs, or is about to retain or employ, an attorney or solicitor, and also any person who is or may be liable for the payment of the fees, charges, costs, or disbursements of an attorney or solicitor.

PART I.

Agreements between Attorneys or Solicitors and their Clients.

4. An attorney or solicitor may make an *agreement* with his client respecting the amount and manner of payment of his remuneration for *past* or *future* services, fees, charges, or disbursments, either by a *gross sum* or *by commission or per centage* or otherwise, and either at a *greater or at a less rate* than the rate at which he would otherwise be entitled to be remunerated, subject to the provisions and conditions in this part of this Act contained.

5. Such an agreement shall not affect the amount of, or any rights or remedies for the recovery of, any *costs recoverable from* the client by any other person, or payable to *the client* by any other person, and any such other person may require any costs payable or recoverable by him to or from the client to be taxed according to the rules for the time being in force for the taxation of such costs, unless such person has otherwise agreed.

6. Such an agreement shall be deemed to exclude any further claim of the attorney or solicitor beyond the terms of the agreement in respect of any services, fees, charges, or disbursements in relation to the conduct and completion of the business in reference to which the agreement is made, except such services, fees, charges, or disbursements, if any, as are expressly excepted by the agreement.

7. Such an agreement shall not, unless by express stipulation, defeat any lien of the attorney or solicitor as such on the documents, moneys, or securities of his client.

8. A provision in any such agreement that the attorney or solicitor shall not be liable for negligence, or that he shall be relieved from any responsibility to which he would otherwise be subject as such attorney or solicitor, shall be wholly void.

9. Every question respecting the validity or construction of any such agreement may be examined and determined, and the agreement may be enforced, without suit or action, on motion or petition of any person a party thereto or liable to pay or entitled to recover the costs, fees, charges, or disbursements in respect of which the agreement is made, by the Court in which the business was done, or a judge thereof, or if the business was not done in any court, then by any superior court of law or equity or a judge thereof, where the amount payable under the agreement exceeds fifty pounds, and when such amount does not exceed fifty pounds, by the judge of a county court which would have jurisdiction in an action upon the agreement; but the Court or judge may refuse to make any rule or order on such motion or petition, and may give leave to the person seeking to enforce the agreement to bring an action at law, or to take such other proceedings as he may be advised.

10. The Court or judge before whom any such agreement is sought to be enforced or set aside may, if satisfied that any undue advantage was taken by any party thereto in making the agreement, require the agreement to be given up, and may direct the costs, fees, charges, and disbursements to be taxed according to the rules for the time being in force for the taxation of the same.

11. When the amount agreed for under any such agreement has been paid by or on behalf of the client, any Court or judge having jurisdiction to examine and enforce such an agreement may, upon application by the person who has paid such amount, within twelve months after the payment thereof, if it appears to such Court or judge that the special circumstances of the case require the agreement to be re-opened, re-open the same, and order the costs, fees, charges, and disbursements to be taxed, and any portion of the amount received by the attorney or solicitor to be repaid by him, on such terms and conditions as to the Court or judge may seem just.

12. Nothing in this Act contained shall be construed to give validity to any purchase by an attorney or solicitor of the interest of his client in any suit or proceeding to be brought or maintained.

13. Nothing in this Act contained shall give validity to any disposition, contract, settlement, conveyance, delivery, dealing, or transfer, which may be void or invalid against a trustee or creditor in bankruptcy, arrangement, or composition, under the provisions of the laws relating to bankruptcy.

PART II.

Remuneration in Cases where no Agreement is made.

14. An attorney or solicitor may take security from his client for his future fees, charges, and disbursements, to be ascertained by taxation or otherwise.

15. When an attorney or solicitor is hereafter appointed a trustee or executor under any deed or will, then, unless the deed or will otherwise directs, he may by himself or his partners act as solicitor or attorney in all matters relating to the deed or will, and shall be entitled to his professional costs and charges in the same manner as if he were not such trustee or executor, subject to the provisions following; that is to say,

(1.) If the deed or will provides a certain remuneration for his services he shall not under this section be entitled to any further remuneration:

(2.) If the deed or will appoints co-trustees or co-executors jointly with him, he shall not so act or be entitled to such costs or charges without the consent in writing of his co-trustees or co-executors:

(3.) Before payment of any part of such costs or charges he shall submit an account of the same to the taxing officer of a superior court of equity, and such taxing officer shall have power either to allow the same, or if he thinks any part thereof unnecessary or unreasonable, to tax such part or the whole thereof in the ordinary manner.

16. Subject to any general rules or orders hereafter to be made, upon every taxation of costs, fees, charges, or disbursements, the taxing officer may allow interest at such rate and from such time as he thinks just on moneys disbursed by the attorney or solicitor for his client, and on moneys of the client in the hands of the attorney or solicitor.

17. Upon any taxation of costs, the taxing officer may, in determining the remuneration to be allowed to the attorney or solicitor for his services, have regard, subject to any general rules or orders hereafter to be made, not only to the length of documents or the time occupied in rendering services, but also to the skill, labour, and responsibility involved.

* *Vide supra*, p. 827.

IRELAND.

COURT OF BANKRUPTCY AND INSOLVENCY.

(Before the Hon. Judge MILLER.)

Aug 10.—*In re James Horner.*

The bankrupt traded in Ireland as a commission agent, but his dealings were principally in England.

Dr. Seeds, on behalf of English creditors, applied to have the adjudication annulled. He had filed a schedule in the Irish Court of Bankruptcy, from which, as he was instructed, it appeared that not one farthing of assets could be realised. The only pretence for assets was a doubtful debt of £150. It was in respect of a bill which the bankrupt admitted he had endorsed away.

Forsythe, for the bankrupt, asked for an adjournment, on the ground that his counsel was out of town.

Judge MILLER, in granting an adjournment, intimated that he would take care that the rights of English creditors should not be defeated by a gentleman coming into the Irish court, in the hope of being enabled to wipe out his English debts. He would grant an adjournment to enable the trader to make such a case as he should be advised.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT, ILLINOIS.

Arrest.—A private individual may arrest a person guilty of crime, when it is necessary to prevent the escape of the accused, and have him taken before the proper officer for examination. But such a person cannot justify such arrest upon the grounds of a suspicion of guilt only—guilt in such a case must be shown. It is otherwise with a peace officer authorized to make arrests, as he may arrest without a warrant where all the facts show that there was strong probable cause to believe that the accused was guilty. Where a number of persons suspect a person of being guilty of crime, and induce a peace officer to make an arrest, without a warrant, they cannot justify their action by showing probable cause to believe him guilty; to do so, they must show guilt. In such a case the officer would, it seems, be justified. Where a crime has been committed, and the party arrested is guilty, and private individuals induce a peace officer to make the arrest, they as well as the officer will be justified by showing guilt.—*Dodds* v. *Board*, 43 Illinois Rep.—*Baltimore Daily Law Transcript.*

SUPREME COURT, MISSOURI.

Fixtures—Organ.—When a church was erected a niche was left in the walls for the reception of an organ. An organ was placed there, on a floor built to receive it, and was fastened to the same by nails driven through the outer case of the organ. The wall in rear of the organ was unfinished. Held, that on a sale of the realty the organ passed as a fixture.—*Rogers* v. *Crow*, 40 & 41 Missouri Rep. —*New York Daily Transcript.*

Estoppel.—In an action against the maker of notes given to a corporation for stock, and by it indorsed to plaintiff, a *bonâ fide* holder, the defendant is estopped to set up that the corporation has no legal existence, because not organized within the state granting the charter.—*Camp* v. *Byrne*, 40 & 41 Missouri Rep.—*New York Daily Transcript.*

OBITUARY.

LORD JUSTICE SELWYN.

We deeply regret to announce the death of Lord Justice Sir Charles Jasper Selwyn, which occurred on the morning of the 11th inst., at his residence at Richmond, Surrey, after an illness of six weeks' duration, followed upon a very severe surgical operation which he had undergone.

Sir Charles Jasper Selwyn was the youngest son of the late William Selwyn, Q.C., so well known as reporter with the late Mr. Justice Maule in the King's Bench, as author of "Selwyn's Nisi Prius," and as instructor of the Prince Consort in the laws and constitution of the kingdom.

He was born on the 13th October, 1813, and after receiving an elementary education at Ealing he was sent to Eton, and thence he proceeded at the usual age to Trinity College, Cambridge, where he graduated B.A. in 1836 and M.A. in 1839. At the university he was a distinguished oarsman; he and Mr. Justice Brett rowed in the same Cambridge University Crew at Henley, and he was for many years regularly chosen to act as umpire in the University Boat Race.

On leaving college he was entered at Lincoln's-inn, of which his father was a member, and was called to the Bar by that society on the 27th January, 1840. Although he joined the Western Circuit and attended sessions, and went the circuit for a few years, he attached himself more seriously to the equity bar; before long he attained to a considerable, and rapidly increasing, business, and in 1856 he was made a Queen's Counsel, the only other then appointed being Lord Cairns. Having selected the Rolls Court as the scene of his practice, Mr. Selwyn soon shared with Sir Roundell Palmer the principal business there, and when the latter, after being appointed Solicitor-General, ceased to practise exclusively at that court, Mr. Selwyn at once succeeded him as leader.

In 1855 the University of Cambridge had appointed him its Commissary, and in 1859 elected him as one of its representatives in Parliament, both of which offices he held until his promotion to the bench.

In politics Sir Charles Selwyn was a Conservative; in 1867 he joined the Government of Lord Derby as Solicitor-General, and six months after he was selected by that statesman to fill the vacancy in the Court of Appeal occasioned by the retirement of Sir John Rolt. A few weeks later, when Lord Cairns was succeeded by the present Lord Chancellor as Lord Justice of Appeal, Lord Justice Selwyn most gracefully waived his right to precedence in favour of that distinguished judge.

In the House of Commons his attention, as a university member, was chiefly directed to questions affecting the Church, the universities, and education; and although he did not reach the first rank of Parliamentary orators, his speeches were always listened to with attention and respect, and his opinion had great weight with those with whom he was associated politically.

As an advocate he was distinguished by the care with which he mastered the facts of the case he had to argue, and by the strong common sense which enabled him at once to select the important points and circumstances from the mass of materials so often laid before counsel; while his argument, which generally avoided a mere display of legal learning, was close, logical, and well sustained by principle and authority. The judgments of the late Lord Justice have been received by the profession with respect, as being based more upon broad principle than upon legal refinement; while his kindness of manner and courtesy upon the bench have been most fully appreciated by all who have come before him.

Lord Justice Selwyn was one of the earliest to see the importance of the volunteer movement which was set on foot in 1859, and ardently promoted the formation of the Inns of Court corps, of which he was always the warmest supporter, and, until he became a judge, president of its committee of management, and he took every opportunity both in Parliament and elsewhere of encouraging the volunteer force generally.

Sir Charles Selwyn was twice married, first to Hester, daughter of J. G. Ravenshaw, Esq., formerly chairman of the East India Company, by whom he has left a son and two daughters, and secondly to Catherine Rosalie, daughter of Colonel Green, C.B., and widow of the Rev. Harry Dupuis, Vicar of Richmond, who survives him. His brother is Bishop Selwyn, formerly of New Zealand, and now of Lichfield.

LAW STUDENTS' JOURNAL.

UNIVERSITY COLLEGE, LONDON.

At a session of council held on the 7th inst., George Grote, Esq., president of the college in the chair, the following appointments were made:—Sheldon Amos, Esq., M.A., of the Inner Temple, to be Professor of Jurisprudence; Wm. Alexander Hunter, Esq., M.A., of the Middle Temple, to be Professor of Roman Law; J. W. Willis-Bund, Esq., M.A., LL.B., of Lincoln's inn, to be Professor of Constitutional Law and History; Professor J. E. Cairnes, M.A., and Professor T. E. Cliffe Leslie, LL.B., to be Examiners for the Ricardo Scholarship in Political Economy.

THE NEW LAW COURTS.

DRAFT REPORT, PROPOSED BY MR. LOWE, BUT NOT APPROVED BY THE SELECT COMMITTEE.*

Your committee have decided to limit their inquiry to the subject which seems to be practically in issue, that is the respective merits of the site already purchased north of the Strand for the erection of courts of justice, and the site south of the Strand, which the Government propose to purchase for the same purpose.

They propose to compare the two sites under the following heads:—

1. Shape, buildings, and elevation.
2. Light, air, ventilation, and quiet.
3. Surroundings and approaches.
4. Convenience of public and of legal profession.
5. Expense.
6. Architectural capabilities.

1. *Shape, Buildings, and Elevation.*

"Nothing," in Mr. Street's opinion "can be less con-

* *Vide supra*, p. 828.

venient than the outline of the Carey-street site as it stands at present, and no one can," he thinks, "have sanctioned the purchase of such a site with the impression that the purchases were to terminate with those which were already completed."

The shape of the Carey-street site, especially towards the west, is inconvenient, and necessitates some new arrangements.

Nevertheless, your committee are of opinion that the same quantity of courts and offices can be placed on either site, and that these courts and offices are sufficient to answer the purpose which Parliament had in view in 1865.

The slope from Howard-street to the river is more rapid than the slope from Carey-street to the Strand. The height of Howard-street above the Embankment road is twenty-one feet. This, however, is not, in Mr. Street's opinion, any disadvantage. It adds very slightly to the expense, and it gives the opportunity of making approaches to the building at many different levels.

2. Light, Air, Ventilation, and Quiet.

In all these respects the Howard-street is decidedly superior to Carey-street. The wide open space in front of the proposed building secured by the river, the movement in the air produced by the perpetual rise and fall of its waters, the vicinity of the Temple Gardens, the superior character of the buildings east, west, and north, and the long distance that separates Howard-street from the noisy thoroughfare of the Strand, appear to establish these points beyond doubt or dispute.

3. Surroundings and Approaches.

Taking the Carey-street site as it stands without the purchase of more land, it is difficult to conceive a site more difficult of access, and placed in a more objectionable neighbourhood. From the north the Carey-street site can only be approached by narrow streets. Thus :—

	ft.	in.	
Little Queen street is, at the narrowest part	27	8	wide
Great Queen-street	26	0	,,
Portsmouth-street	18	0	,,
Portugal-street	—		,,
Serle-street	26	10	,,
Duke-street	12	0	,,
Chancery-lane	20	0	,,

(Street, 701, 702.)

The only remaining approach is by the Strand, which is perhaps the most crowded thoroughfare in London.

The access to the Howard-street site is really admirable. 1. The Embankment road, 100 feet wide, from Westminster to Blackfriars, and thence to the very heart of the City by the new street from Blackfriars to the Mansion house, the river with its steamers, Waterloo and Blackfriars bridges about equi-distant, a carriage road from Wellington-street by the terrace of Somerset-house, an approach from the Strand by four streets (Norfolk, Arundel, Surrey, and Essex streets) and a railway with a station close to the building, which brings the courts in direct communication with the City, the Houses of Parliament, and the suburbs that surround London, seem to leave little to desire.

As regards its surroundings the Carey-street site is most unfortunately placed.

The plan proposed by Mr. Street for building at Carey-street without purchasing further ground leaves in one place only ten feet between the courts and unbought buildings, and hardly anywhere leaves the distance of sixty feet between the Courts and property of the most objectionable description. To the west, Clare-market and its neighbourhood are highly offensive and objectionable, and Bell-yard is a place quite unsuited to the neighbourhood of a great public building. If the Carey-street site is selected, we think it quite obvious that very extensive purchases, north, east, and west, must at once be made. Howard-street is separated from the Strand by four streets, consisting of clean, substantial, and respectably inhabited houses; on the east it is close to the Temple and the Temple Gardens; on the west it is flanked by King's College and Somerset-house with its terrace; and on the south is fronted by the Embankment road and the river. As regards approaches and surroundings, the superiority of the Howard-street over the Carey-street site, supposing no purchases to be made to either, is great and unquestionable.

4. Convenience of Public and Legal Profession

For the above reasons the committee are satisfied that, regarding London and its suburbs as a whole, and the Courts of Law as places to which everyone may be obliged to resort, the Embankment site offers the greatest amount of convenience to the public, by its accessibility, and by the greater comfort it will afford to those who resort to it. But it has been strongly urged upon the committee, on behalf of the Royal Commission and the Law Institution, that all this is a delusion; that the legal profession should alone be considered, that the legal profession resides mainly to the north of the Strand, and that the fact that Carey-street is more acceptable to them than Howard-street, is conclusive of the whole controversy. The facts on which this statement rest will not bear investigation. It appears from a paper handed in by Mr. Baxter, of the firm of Baxter, Rose, & Norton, that there live north of the Strand—Barristers, 895, attorneys 1342.

	Barristers.	Attorneys.
In the City	14	1270
Temple	1107	248
Westminster	56	200
	1177	1718

So that the numbers largely preponderate against those practitioners who profess to represent the legal profession. Moreover, the interests of the more numerous class are identified with those of the public. They are, as a rule, common law barristers, and carry with them jurors and witnesses, who are seldom seen in courts of equity. But the committee think that it is not on grounds like these that this question must now be decided. We are building for posterity and for a nation. It is our duty to do what is best for the public at large, in the full confidence that the legal profession will adapt their residence to whatever site may be decided upon, and will not permanently suffer by whatever may be for the general interest of the public. The committee regret to observe that the claim which they have just been obliged to disallow has been supported by the circulation among members of Parliament of plans professing to represent the Carey-street and Howard-street sites, which were found, on an examination by a committee of the Courts of Justice Commission, to be, as Mr. Street had pointed out, extremely inaccurate as to the shape and available area for building purposes on the two sites.

5. Expense.

The Carey-street site already purchased has cost somewhere about £780,000. Mr. Hunt estimates the cost of the Howard street site at £600,000, including the purchase of the houses on the north side of Howard-street. Mr. Street suggests the purchase of Essex-street for the purpose of widening it, improving the gradients, and making a road from the railway station to the Strand. However desirable this purchase may be, the committee do not regard it as a necessary adjunct to the purchase of the Howard-street site. The expense would be lightened by the sale of very valuable building sites in an improved street, but, even without this, Howard-street would be excellently provided with approaches. Beyond this there is no suggestion of any contingent purchase arising from the purchase of Howard-street. The case of Carey-street is very different. On the north and east Mr. Street is of opinion that all the land which was require d for the larger scheme recommended by the Royal Commission will be required. On the west probably less would be wanted for the smaller building. A portion of the property purchased might, perhaps, be resold, though it is impossible to say how much, or whether, when once acquired, there would be a disposition to sell any of it. Old streets must be widened, new ones laid out, all the property between the Courts and Chancery-lane and from the Law Institution to Fleet-street must be acquired. These various expenses Mr. Hunt, founding himself on an estimate by Mr. Pownall, estimates at £1,000,000, that is £600,000 for the purchase of property, and £400,000 for approaches, an estimate which appears to us by no means unreasonable. But after this expense has been incurred, Carey-street would still be, as to light and ventilation, quiet, surroundings, and approaches, very inferior to Howard-street. As regards the site, therefore, the matter would seem to stand thus—

Carey-street site	£780,000
Approaches and surroundings, &c.	1,000,000
	1,780,000
Howard-street	600,000
Saving	£1,180,000

From this, however, some deduction may be made if any of the property be resold. The land between Howard-street and the Strand is estimated to be worth £1,000,000, and if any such sum could be expended, it would appear to be much better spent by clearing a portion of this away up to the Strand, than by dealing imperfectly with all the surroundings of Carey-street; on all other sides, with the single exception of King's College, extension is impracticable. This puts a clear and definite limit to the expense which can be incurred. The Carey-street site, on the other hand, has no such limit to its extension. It is almost encompassed by property, the very existence of which is a considerable nuisance, and the tendency to buy up which, within a rather long radius, will be almost irresistible. The buildings on the two sites Mr. Street estimates at £900,000, and Mr. Hunt at £800,000 each; but when it is considered that Mr. Street's plan has not yet undergone the revision of the Board of Works, the two estimates are perhaps not very divergent. It is said that the foundation of the Howard-street Courts will be very expensive. Mr. Street allows £50,000 for concrete foundations for the whole building; and Mr. Fowler, who has the best practical experience on the subject, thinks the foundations provided by Mr. Street would be sufficient. Against this expense is to be set the great convenience and cheapness of carrying all the building materials by water, which has been estimated at 5 per cent. on the whole cost of the building. It is urged that against the Howard-street site should be set the cost of re-selling the land already acquired in Carey-street, a loss estimated by Mr. Pownall at £440,000. But Mr. Hunt is in possession of an offer by which the Carey-street site would be taken off the hands of the Government at an ultimate rent at the rate of 3½ per cent. on £780,000; and it is very probable that, considering the value which the vicinity of the Law Courts must impart to the estate, better terms may be obtained.

Upon the whole, the committee think that the Howard-street site may be acquired, built upon, and provided with all necessary access for £1,600,000; that the Carey-street site cannot be built on and provided with necessary access for less than an ultimate outlay £1,580,000, and that even then the surroundings, air, quiet, light, ventilation, and approaches will be very inferior on the Carey-street site, and will lead to even greater expense hereafter.

6. *Architectural Capabilities.*

The site north of the Strand offers, undoubtedly, a fine elevated position for a public building; but this is marred by its surroundings. From nearer streets it would be little seen, and as part of a more remote view it would be darkened by smoke, and obscured by the lofty buildings which might be expected to rise to the height of (*e. g.*) Messrs. Smith's warehouses on the south side of the Strand. The building on the Embankment site would be visible from the river, from the Embankment road, from Waterloo, Blackfriars, and Westminster Bridges, and from the Houses of Parliament.

Your committee are of opinion that one great incidental advantage of the selection of the Howard street site will be the facility it would afford for making, at very small cost, a great new artery from north to south just where it is most wanted. The prolongation of Essex-street to Holborn would be very easily accomplished, and would give access to the Embankment roadway at the most convenient point for the whole north of London.

Your committee are of opinion that, on the grounds of superior light and quiet, of better access and surroundings, of economy, public convenience, and architectural effect, the Howard-street site is greatly to be preferred to the site between Carey-street and the Strand; and they recommend that the standing orders be suspended, and the bill introduced by the Government be proceeded with without delay.

A SCENE IN COURT.

The following story of the *debut* in court of a strong-minded American lady is from the *New Orleans Times*:—

"It is now more than 25 years since a suit was brought in the first district court of this city, then presided over by the late Judge A. M. Buchanan, which involved the legality of the claim of title of Myra Clarke Gaines to certain real estate in this city. It was what the lawyers call a jactitation suit, that is, a suit for a slander of title, in which damages were claimed of Mrs. G. for pretending that she had any title to the property of plaintiff. When the case came up for trial Mrs. G. appeared in court with her counsel, and her gallant and veteran husband, the hero of Fort Erie, and one of the highest types we have ever known of the gentleman and chivalric soldier—Gen. Edmund Pendleton Gaines. The general was a very strict observer of the regulations and of all the proprieties of the service and of society, and on this occasion he appeared in his uniform, with his sword by his side. Mrs. Gaines was defended in the suit by able and eloquent counsel, but in the progress of the trial these falling into a wrangle with the judge, declared that they could not compromise their professional dignity by a further continuance in the case, and so they withdrew from the court-room; whereupon the general arose and announced to his Honour that he was the husband of the defendant in the suit, and in that character, and as an admitted member of the bar of the United States, he might claim the right to represent his wife's interests. When he married that lady he had, besides his obligation as her husband and a gentleman, assumed the additional obligation to his old friend, Daniel Clarke, to stand by his daughter in all her trials. He was there to fulfil that duty. Unfortunately, when he studied law in Virginia it was under a very different system of jurisprudence. And he felt very much cut at sea in the courts of a civil-law State. He would, therefore, ask that the lady defendant, who was better acquainted with the remarkable facts of her history than anyone else, should be allowed to address the jury in her case. The judge stated that the lady had the right to argue her own case. Then the general, with that grand old dignity for which he was so distinguished, led forward Mrs. Gaines, who proceeded to address the jury at great length, reading numerous documents bearing upon her case. Whilst reading these documents the judge, who was a high-spirited man, interfered, and notified her that she could not be allowed to read documents which were not in evidence in the case. The lady still persisting, the judge again interfered, and a disagreeable wrangle arose, in the midst of which Mrs. Gaines charged the judge with having an interest against her.

Judge Buchanan retorted with temper, and notified Gen. Gaines that he was expected to control his wife in court, where no persons were privileged. Whereupon the stately old general rose to his full altitude of six feet three, and assuming the position of a commander of grenadiers, and gracefully touching the hilt of his sword, responded:

"May it please your Honour, for everything that lady shall say or do I hold myself personally responsible in every manner and form known to the laws of my country or the laws of honour."

This reply, and the accompanying action and the appearance of the general in his military garb, aroused to a still higher pitch the Irish ire of the judge, who quickly answered:

"General Gaines, this Court will not be overawed by the military authorities."

"Rest assured, your Honour, when an attempt of that sort is made, the sword which I wear in conformity to the regulations of the service, and out of respect to this honourable court, will be quickly unsheathed to defend the rights and dignity of your honour and of all the civil tribunals of my country."

After these explanations, peace and order were restored, but the judge considered it his duty to note the charge of Mrs. Gaines, that he was sitting in a case in which he was interested. He should, therefore, reduce it to an exception of recusation, and require the evidence to be produced to sustain it.

It turned out that some years before, in some proceedings in which Mrs. Gaines' rights were involved, judge Buchanan had made a motion for a brother lawyer who was retained against Mrs. Gaines. This, it was decided, did not justify his recusation, and the case proceeded, and was, we believe, in the Supreme Court, at least, determined in favour of Mrs. Gaines.

This was the first appearance of Mrs. Gaines as her own advocate in court. Since then, she has advocated her case in and out of court, to the judges, in public and in private, and to every body else, and in every place, and under all circumstances, and in every form, and with every agency and appliance, exhausting and surviving scores of lawyers, and maintaining all the while her confidence, her equanimity, her earnest zeal and unflagging energies, and exhibit-

ing to the world the most remarkable example of courageous devotion and resolute persistency which can be found in the history of these severest of all trials of human patience and endurance, tedious, complicated, and exciting lawsuits."

PUBLIC COMPANIES.

LAST QUOTATION, Aug. 13, 1869.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 92⅞	Annuities, April, '85, 11 15-16
Ditto for Account, Sept., 92⅞	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93	Ex Bills, £1000, — per Ct. 7 p m
New 3 per Cent., 93	Ditto, £500, Do — 7 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 7 p m
Do. 2½ per Cent., Jan. '94 76	Bank of England Stock, 4½ per Ct. (last half-year) 244
Do. 5 per Cent., Jan. '72	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 105½
Ditto for Account	Ditto, 5½ per Cent., May, '79 110½
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 101	Do. Bonds, 4 per Ct., £1000 30 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 30 p m
Ditto Enfaced Ppr., 4 per Cent 92½	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	76
Stock	Caledonian	100	81¼
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	38¼ x d
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	107½
Stock	Do., A Stock*	100	106
Stock	Great Southern and Western of Ireland	100	97
Stock	Great Western—Original	100	52⅜
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	127
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	16⅝
Stock	London and North-Western	100	119
Stock	London and South-Western	100	88¾ x d
Stock	Manchester, Sheffield, and Lincoln	100	57
Stock	Metropolitan	100	98
Stock	Midland	100	118½
Stock	Do., Birmingham and Derby	100	86
Stock	North British	100	35½
Stock	North London	100	120
Stock	North Staffordshire	100	56
Stock	South Devon	100	42
Stock	South-Eastern	100	77½
Stock	Taff Vale	100	155

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The funds have been flat all the week. Considerable doubts were entertained whether to-day would not witness a further reduction of the bank rate of discount. The directors, however, separated without taking that step. The discount demand continues extremely small. Foreign securities have, on the whole, been steady, and the railway market has improved during the week. A small new Peruvian 5 per cent. loan at 70 has been well received.

Mr. James Christie Traill, barrister-at-law, of Chancery-lane, London, is a candidate for the representation of Caithness, in Parliament. He is a son of Mr. James Traill, late magistrate of the Greenwich and Woolwich Police Courts, and a nephew of Mr. George Traill, the retiring member, who has sat for that shire since 1841.

THE SHEDDEN LEGITIMACY CASE.—A petition was yesterday presented to the House of Lords, on behalf of *Shedden and Another*, praying their Lordships, on a future day, to hear and consider their evidence, and to adopt such measures as shall lead to the judgment of the 30th July last, including the order for payment of costs, being annulled or reversed.—*Globe.*

THE RECORDERSHIP OF TEWKESBURY.—Mr. Alexander Wright Daniel, Recorder of Tewkesbury, has resigned his office on account of continued ill-health. Mr. Daniel, who was called to the bar at Lincoln's-inn, in May, 1830, has been Recorder of Tewkesbury since 1836, so that he has held that post for nearly thirty-three years. At a special meeting of the Town Council of Tewkesbury, recently held, it was resolved to recommend Mr. James Fallon, of Cheltenham, who has occasionally acted as deputy-recorder, as successor to Mr. Daniel.

OXFORD UNIVERSITY.—The electors to the Professorship of Jurisprudence, founded out of the revenues of Corpus Christi College, will proceed to the election of a professor at the end of next Michaelmas Term. The stipend of the professor will be £600 per annum. He will be required to lecture, and will be further required to reside in the university for three months in every year during full term. Gentlemen who desire to offer themselves as candidates are requested to send in their names to Professor Bernard, All Souls' College, Oxford, or to Mr. K. E. Digby, 1, Paper-buildings, Temple, on or before Wednesday, November 24.

FALSE CHARACTERS.—The Imperial Court of Paris has just given judgment on a question of importance relative to the responsibility of persons giving false characters. A manufacturer of Antwerp, named Van Duerne, took into his service as clerk a young man named Heurteux, who had been warmly recommended to him by a customer, M. Debonnaire, a merchant of Melun in France. Six months later Heurteux absconded with 3,314 francs belonging to his employer, and the latter subsequently discovered that Debonnaire had been aware that the young man had undergone a five years imprisonment for robbery and had fled to Belgium to escape the surveillance of the police. The manufacturer then brought an action at Melun to recover from the merchant the sum stolen, on the ground that he (the former) had only taken Heurteux into his employ in consequence of the false representations of the other. The court non-suited the plaintiff, who, however, appealed to the higher jurisdiction in Paris, and has now obtained a verdict condemning Debonnaire to pay the 3,314 francs and the cost of the two suits.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAYLEY—On Aug. 2, at Aldershot, the wife of W. H. Bayley, Esq., Solicitor, of a son.

DEWSNAP—On Aug. 7, at Barnes-common, the wife of Mark Dewsnap, Esq., Barrister-at-Law, of Lincoln's-inn, of a son.

MAKIN—On Aug. 6, at 6, Sheil-road, West Derby, Liverpool, the wife of Thomas Makin, Esq., Barrister-at-Law, of a daughter.

RACKHAM—On Aug. 10, at Catton, Norfolk, the wife of Thomas Hanworth Rackham, Solicitor, of a daughter.

MARRIAGES.

BALFOUR—MACKENZIE—On Aug. 4, at the Episcopal Chapel, Leven, Fife, John Blair Balfour, Esq., Advocate, to Lilias Oswald, eldest daughter of Donald Mackenzie, Esq., Advocate Sheriff of Fife.

DALBY—ROGERS—On Aug. 5, at Holy Trinity Church, Tunbridge Wells, Robert Dalby Dalby, Barrister-at-Law, of Lincoln's-inn, to Mary Selina, second daughter of the late John Rogers, Esq., of Riverhill, near Sevenoaks.

DRUCE—JACKSON—On Aug. 10, at Christ Church, Highbury, by the Rev. C. Babington Jeaffreson, vicar of Heaton Norris, uncle of the bride, S. Benjamin L. Druce, of Exeter College, Oxford, and of Lincoln's-inn, Barrister-at-Law, only son of Joseph Druce, of Evnsham, near Oxford, to Mary, eldest daughter of J. T. Jackson, of 9, Highbury-grove.

FLOOD—WARBURTON—On Aug 10, at St. George's Church, Bloomsbury, John Charles Henry Flood, Esq., Barrister-at-Law, of the Middle Temple, to Georgina Henrietta, widow of Captain Garnett Warburton, 3rd Buffs.

KIMBER—GIBBS—On Aug. 10, at Christ Church, Highbury, Mr. Edmund Kimber, Solicitor, of 1 and 2, Great Winchester-street-buildings, E.C., to Marian Gibbs, the adopted daughter of the Rev. Francis Salt, M.A., late Principal of Windsor College, Windsor, Nova Scotia.

LAING—WEBSTER—On Aug. 11, at Invereighty, Forfarshire, Samuel Laing, Esq., Barrister-at-Law, of the Inner Temple, to Mary, second daughter of T. W. Riddel Webster, Esq., of Invereighty.

MACLEAN—SOWERBY—On Aug. 10, at St. James's, Banwell, Francis William Maclean, Esq., Barrister-at-Law, of the Inner Temple, to Mattie, second daughter of John Sowerby, Esq., of Benwell Tower, Northumberland.

POPE—ROLPH—On Aug. 5, at All Saints', Clifton, Alfred Pope, Solicitor, of Dorchester, Dorset, to Mary Jenner, second daughter of George Rolph, Esq., of Dundas, Province of Ontario, Canada, and late of the Canadian Bar.

DEATHS.

PORTER—On Aug. 9, at Sandown, Isle of Wight, Emily, the beloved wife of Mr. George Twynam Porter, Solicitor, of No. 4, Victoria-street, Westminster.

ROGERS—On Aug. 9, at 20, Upper Mount-street, Dublin, Mary, the beloved wife of James Rogers, Esq., Q.C.

SELWYN—On Aug. 11, at Richmond, Surrey, the Right Hon. Jasper Selwyn, Lord Justice of the Court of Appeal in Chancery, aged 55.

SURRAGE—On Aug. 6, at Clifton, John Surrage, Barrister-at-Law, of the Middle Temple, and of Armitage Lodge, Sydenham, Kent, aged 51.

ESTATE EXCHANGE REPORT.

AT THE MART.

Aug. 4.—By Messrs. DRIVER.

Freehold arable and woodlands (above 15 acres) in the parish of Trotton, and part of Ripsley Farm, Sussex—sold £650.

Freehold estate, comprising part of York Croft Farm and Crouch House, and including above 94 acres of arable and wood lands, buildings, &c., in the parishes of Trotton and Bramshott, Sussex and Hants—sold £5,100.

Freehold estate, being parts of Ripsley and York Croft Farms, and comprising about 126 acres, in the parish of Bramshott, Hants—sold £5,000.

The Manor of Chiltley, with its rights, privileges, freehold properties thereon, &c., extending over an area of 56 acres—sold £1,000.

Freehold property, known as the Heath Field, situate on Wheatsheaf-

common, in the parish of Bramshott, Hants, about 13 acres—sold £650.
Two freehold cottages, with gardens in the rear, situate on the high road to Portsmouth—sold £150.
A leasehold block of cottages, in four tenements, situate as above—sold £200.
Plot of freehold building land, immediately in front of the Liphook Station, Hants—sold £200.
Freehold estate, containing about 24 acres of land for market garden or building, situate near the above—sold £1,300.
Freehold estate, known as Shepherd's Farm, containing about 70 acres of arable land, in the parish of Bramshott—sold £4,500.
Freehold cottage, garden, and shed; also a water-meadow and ash and willow plantation, extending over 10 acres, situate on the high road from Liphook to Godalming—sold £1,000.
Freehold estate, comprising 36a 1r 16p of arable, grass, and wood lands, situate in the parish of Shenley, Herts—sold £2,950.

By Messrs. Norton, Trist, Watney, & Co.

Freehold cottage, garden, and 31a 3r 3p of arable land, situate in the parish of Rushlington, Sussex—sold £2,800.
Freehold, four acres of arable land, situate as above, known as Sea Field—sold £150.

Aug. 9.—By Messrs. Farebrother, Clark, & Co.

Freehold rent charges secured on land in the parish of Cudham, Kent:—Lot 1, rent charge of £17 per annum—sold £340; lot 3, ditto £17 10s. per annum—sold £310; lot 4, ditto £23 10s. per annum—sold £400; lot 6, ditto £27 15s. per annum—sold £490; lot 7, ditto £2 4s. per annum—sold £40; lot 10, ditto £15 15s. per annum—sold £280; lot 12, ditto £24 per annum—sold £450; lot 15, ditto £84 16s. per annum—sold £1,510; lot 18, ditto £9 per annum—sold £155; lot 20, ditto £55 per annum—sold £930.

Aug. 10.—By Messrs. Debenham, Tewson, & Farmer.

Freehold 182 acres of Woodland, situate at Beeding, Sussex—sold £1,050.
Freehold 8a. 3r. 27p. of building land, situate at Lidcap, Kent—sold £450.

Aug 11.—By Messrs. Edwin Fox & Bousfield.

Leasehold residence, No. 5, Canterbury-villas, Canterbury-rd, Brixton, let at £60 per annum, term, 98 years from 1845, at £10 per annum—sold 570.
Leasehold house and shop, known as Leicester House, No. 18, Lisle-st, Leicester-square, let on lease at £70 per annum, term, 96 years from 1794, at £20 per annum—sold £420.
Leasehold house and shop, No. 153, Albany-street, Regent's-park, let at £66 per annum; term, 46 years unexpired, at £15 per annum—sold £500.
Leasehold residence, No. 181, Albany-street, let at £65 per annum; term, 46 years unexpired, at £15 18s. per annum—sold £500.
Leasehold residence, known as Linden-villa, Lewisham-park, annual value, £105; term, 90 years unexpired, at £16 per annum—sold £1,120.

By Messrs. Norton, Trist, Watney, & Co.

Freehold ground rents, amounting to £.02 per annum, secured on the casual wards of the Bloomsbury and St. Giles's workhouse, part of the British Lying-inn Hospital, and two shops and house in Endell-street, Long-acre—sold £4,780.
Freehold ground rents, amounting to £523 12s. per annum, secured on property in Spitalfields, Whitechapel, and Upper East Smithfield, in 17 lots, as follows:—Lot 1, ground rent of £20 per annum—sold £520; lot 2, ditto £50—sold £1,260; lot 3, freehold, No. 18, White Lion-street, Shoreditch, let at £70 per annum—sold £1,900; lot 4, ground rent of £22 10s. per annum—sold £560; lot 5, ditto £40—sold £750; lot 6, ditto £45 sold £1,000; lot 7, ditto £45—sold £1,140; lot 8, ditto £30—sold £780; lot 9, ditto £17 10s.—sold £650; lot 10, ditto £20—sold £480; lot 11, ditto £12—sold £310; lot 12, ditto £20—sold £520; lot 13, ditto £22 10s.—sold £540; lot 14, ditto £30—sold £750; lot 15, freehold, No. 67, East Smithfield, let at £30 per annum—sold £510; lot 16, ground rent of £52 16s. per annum—sold £1,180; lot 17, ditto £6—sold £150.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

Friday, Aug. 6, 1869.

Limited in Chancery.

Estate Company (Limited and Reduced).—Petition for reducing the capital from £500,000 to £250,000, presented June 29, is now pending. The list of creditors is to be made out as for Nov 2. Mackenzie & Co, Crown-ct, Old Broad st, solicitors for the company.
Jamaica Commercial Agency Company (Limited).—Creditors are required, on or before Dec 10, to send their names and addresses, and the particulars of their debts or claims, to James Hole, 12, Gresham-st. Friday, Dec 17, at 12, is appointed for hearing and adjudicating upon the debts and claims.
Port of Portsmouth Consumers Screw Collier Company (Limited).—Vice-Chancellor Malins has, by an order dated July 27, appointed James Trayler, High-st, Portsmouth, and Thomas Bailey, Commercial-rd, Landport, the official liquidators. Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to James Trayler. Thursday, Nov 4, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Tuesday, Aug. 10, 1868.

Limited in Chancery.

British Columbia and Vancouver Island Spar, Lumber, and Saw Mill Company (Limited).—Vice-Chancellor James has, by an order dated Aug 2, ordered that the above company be wound up. Bischoff & Co, Gt Winchester-st-bldgs, solicitors for the petitioners.
Glyncorrwg Coal Company (Limited).—Vice-Chancellor Malins has, by an order dated July 31, ordered that the above company be wound up, and that Robert Smith should be appointed official liquidator. Sawbridge and Wrentmore, Wood-st, Cheapside, agents for the petitioner.

Stannaries of Devon.

Leawood Mining Company.—Petition for winding up, presented Aug 6, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Aug 18 at 11. Affidavits intended to used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Aug 16, and notice thereof must at the same time be given to the petitioners, their solicitor, or agents. Carlyon & Paull, Truro, for Paull, Plymouth, solicitor for the petitioners.

Friendly Societies Dissolved.

Friday, Aug. 6, 1869.

Sons of the Wear Friendly Society, Commercial Inn, Sunderland, Durham. Aug 3.

Tuesday, Aug. 10, 1869.

Leeswood Friendly Society, Rhydosber, Mold, Flint. Aug 5.

Creditors under Estates in Chancery.

Last Day of Proof.

Friday, Aug. 6, 1869.

Brown, Robt, Surbiton-hill, Surrey. Aug 31. Style *v* Pulley, V.C. Stuart. Cox, St Swithin's-lane.
Child, Henry, Edgware, Farmer. Sept 15. Alchin *v* Rogers, V.C. Stuart. Lydall, Southampton-bldgs, Chancery-lane.
Child, Mary, Edgware. Widow. Sept 15. Alchin *v* Rogers, V.C. Stuart. Lydall, Southampton-bldgs, Chancery-lane.
Crankshaw, Richd, Blackburn, Lancaster, Cotton Spinner. Sept 30. Consolidated Bank (Limited) *v* Crankshaw, V.C. James. Pickop, Blackburn.
Haynes, Saml, Spring-st, Paddington, Wheelwright. Oct 11. Hoc *v* Bailey, V.C. Stuart. Lee & Co, Lincoln's-inn-fields.
Hopgood, Geo, Ryde, Isle of Wight, Hairdresser. Oct 1. Hopgood *v* Gabell, V.C. James. Gedge, Old Palace-yard, Westminster.
Kelland, John, jun, Newport, Barnstaple, Devon. Sept 10. Kelland *v* Fulford, M. R. Pearse & Crosse, South Molton.
Nicholson, John Barnard, Ludgate-hill, Hosier. Oct 29. Nicholson *v* Martin, V.C. Stuart. Mardon, Newgate-st.
Paskin, Thos, Fradley, Stafford, Yeoman. Oct 1. Powell *v* Riley, V.C. Malins. Birch, Lichfield.
Paull, Wm Warr, Gotha Cottage, Cobourg-rd, Camberwell, Builder. Oct 30. Re Paull, V.C. James. Fitch & Co, Union st, Southwark.
Salkeld, Jas, Meaburn Hall, Westmorland, Farmer. Sept 30. Salkeld *v* Salkeld, V.C. Stuart. Bleasmire & Shepherd, Penrith.

Tuesday, Aug. 10, 1869.

Barge, John, Weedon Beck, Northampton, Gatekeeper. Sept 4. Parsons *v* Barge, V.C. Stuart. Ebsworth, Wednesbury.
Cockburn, Margaret, Alexander-sq, Brompton Spinster. Sept 15. Cockburn *v* Dingwall, V.C. Stuart. Dingwall, Tokenhouse-yard.
Colthurst, Robt Jolliffe, Weston-super-Mare, Somerset, Gent. Oct 1. Tomkins *v* Colthurst, V.C. Malins. Poole, Bridgwater.
De Pasquali, Hon Henrietta, Passy, nr Paris. Oct 7. Bellasis *v* De Pasquali, M. R. Currie & Williams, Lincoln's-inn-fields.
Dibb, John Joseph, Kingston-upon-Hull. Oct 15. Waddingham *v* Dibb, M. R. Edwards, Cloak-lane, Cannon-st.
Goodall, Abraham, Albany-st, Regent's-pk. Sept 22. Harman *v* Potterton, V.C Malins. Dale, Furnival's-inn.
Goodall, Sarah, Wyvil-rd, Wandsworth-rd, Widow. Sept 29. Harman *v* Potterton, V.C. Malins. Dale, Furnival's-inn.
Hayhow, Wm, Whitechapel-rd, Bootmaker. Sept 30. Hayhow *v* Keeble, V.C. Malins. Shearman, Little Tower-st.
Hicks, John, St. Peter, Dorchester, Dorset, Architect. Oct 11. Tucker *v* Hicks, V.C. Stuart. Coombs, Dorchester.
Johnstone, Chas Edwards, Gloucester-pl, Portman-sq, Gent. Oct 1. Archer *v* Johnstone, M. R. Bennett & Co, New-sq, Lincoln's-inn.
Laskie, David Jameson, Stock Exchange. Oct 1. Williams *v* Laskie, V.C James. Head & Coode, Mark-lane.
McCreath, Jas, Burn-st, Lower East Smithfield, Poor-rate Collector. Sept 30. Scipp *v* McCreath, M.R. Glynes & Son, Crescent, America-sq.
Montagu, Edwd Proudfoot, Beccles, Suffolk, Commander R. N. Oct 29. Montagu *v* Stotson, V.C. Malins. Carter, Bedford-row.
Nimmo, John, Castle Eden, Durham, Brewer. Sept 10. Cust *v* Nimmo, M. R. Ward, Durham.
Nowell, Thos, Birm, Builder. Sept 30. Nowell *v* Nowell, V.C. James. Chadwick, Dewsbury.
Shawe, Mary, Penkridge, Stafford, Widow. Oct 11. Hall *v* Marlow, V.C. Stuart. Marlow, Walsall.
Smith, Hy Fras, East Lodge, Park-hill, Clapham, Esq. Oct 1. Smith *v* Smith, V.C. Stuart. Hart & Davies, Abchurch House, Sherborne-lane.
Spalding, John Eden, Holme, Kirkcudbright, Scotland. Sept 30. King *v* Spalding, V.C. Malins. Darley, Raymond-bldgs, Gray's-inn.
Stamp, Thos Scadding, Topsham, Devon, Timber Merchant. Sept 30. Stamp *v* Stamp, V.C. Stuart. Truscott, Exeter.
Thomas, John, Romford, Essex, Gent. Sept 21. Thomas *v* Pritt, V.C. Stuart. Vant, Leadenhall st.
Tichborne, Dame Henriette Felicite, Howlett's Hotel, Manchester-st, Manchester-sq. Oct 1. Morris *v* Humfrays, V.C. Stuart. Dobinson & Geare, Lincoln's-inn-fields.
Willis, Catherine Amelia, Bath, Somerset, Widow. Nov 2. Dixon *v* Wilder, M. R.
Wright, John, Little Ilford, Essex, Draper. Oct 1. Wright *v* Willis, V.C. Malins. King, Birchin-lane.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

Friday, Aug. 6, 1869.

Atrill, Hannah, Plymouth, Devon, Spinster. Sept 6. Prideaux & Fox, Plymouth.
Baldwin, Chas, Sussex-gardens, Hyde-pk, Esq. Sept 11. Bailey & Co, Berners-st, Oxford-st.
Bennett, Geo John, Gateshead, Durham, Surgeon. Oct 1. Hoyle & Co, Newcastle-upon-Tyne.
Carr, Benj, Worksop, Nottingham, Gent. Sept 30. Branson & Coulson, Worksop.
Coates, Mervin Geo Walker, Great Malvern, Worcester, Surgeon. Sept 15. Blanchard, Southampton.
D'Oyly, Sir John Hadley, Steepleton, Preston, Dorset, Bart. Nov 4. Johns & Traill, Dorset.

Follett, Edw Chas, Stagbury, Surrey, Esq. Sept 15. Gregory & Co, Bedford-row.
Goldsmith, Edw, Gads-hill, Higham, Kent, Gent. Dec 1. Arnold, Gravesend.
Heritage, John, Trowbridge, Wilts, Innkeeper. Oct 1. Rawlings, Melksham.
Holdway, Fredc, Mount-st, Grosvenor-sq, Coach Builder. Oct 1. Crowdy, Serjeant's-inn, Fleet-st.
Hopkinson, Edmund, Edgeworth Manor House, Gloucester, Esq. Sept 15. Little, Stroud.
Hugh, Ann, Sutterton, Lincoln, Widow. Sept 15. Staniland & Wigelsworth, Boston.
Jackson, Anthony, York, Grocer. Oct 14. Phillips, York.
Kirwood, Wm, Queen's-row, Grove-lane, Camberwell, Tailor. Sept 29. Cowland, Lincoln's-inn-fields.
Mott, John, Lichfield, Stafford, Esq. Sept 1. Mullings & Co, Cirencester.
Parish, Hy Douglas, Rome, Esq. Oct 2. Stuart & Baly, Gray's-inn-sq.
Partington, Sarah, Blackley, nr Manch, Widow. Sept 11. Farrington, Manch.
Patten, Louisa Sarah, Upper Woburn-pl, Tavistock-sq, Spinster. Oct 5. Patten, Verulum-bldgs.
Petitt, Joseph, Ticehurst, Sussex, Grocer. Sept 30. Tournay, Ticehurst.
Redman, Edw, Douglas-rd, Canonbury. Sept 6. Kimber & Ellis, Lombard-st.
Saunders, Thos Phillips, Dudley, Worcester, Stonemason. Sept 10. Lowe, Dudley.
Saville, Jas, Leeds, York, Cloth Merchant. Oct 1. Bulmer, Leeds.
Smith, Sarah, Middleton, Lancaster, Spinster. Oct 28. Atkinson & Co, Manch.
Stag, Frances Douglas Bethel, Bishopswearmouth, Durham, Spinster. Jan 1. Arnold, Gravesend.
Steele, Wm, Chesterton, Stafford, Tailor. Sept 1. Sherratt, Talk-on-the-Hill.
Stevens, Wm Farren, Bulphan, Essex, Farmer. Sept 21. Clifton, Romford.
Stevens, Lanl, Bulphan, Essex, Farmer. Sept 21. Clifton, Romford.
Tingle, Peter, Loxley, York, Farmer. Oct 1. Rogers & Thomas, Sheffield.
Walker, Saml, York, Gent. Oct 14. Phillips, York.
Wilson, Chas, Bridlington, York, Gent. Aug 12. Dryden & Son, Kingston-upon-Hull
Winstanley, Thos, Bermondsey-st, Ticket Inspector. Sept 29. Parker & Co, Bedford-row.
Wrigglesworth, Jas, Newington, Lpool, Licensed Victualler. Sept 1. Samuell, Lpool.

TUESDAY, Aug. 10, 1869.

Adshead, Wm, Lark Hall, Macclesfield, Chester, Silk Dyer. Sept 29. Killmister & Son, Macclesfield.
Bradbury, Wm, Nottingham, Lace Manufacturer. Sept 1. Clarke & Co, Nottingham.
Butterfield, Walter, Stanhope-ter, Hyde-pk, Gent. Sept 29. Tucker & Co, King-st, Cheapside.
Falkner, Fras, Bath, Somerset, Esq. Sept 1. Payne, Bath.
Fenwick, Fredk, Stanhope, Durham, Merchant. Sept 1. Thompson, Stanhope.
Gardham, John, South Skirlaugh, York, Farmer. Oct 1. Park, Hull.
Gelling, Hy, Lpool, Flour Dealer. Sept 7. Duke & Goffey, Lpool.
Griffiths, Thos Hollings, Hereford, Gent. Nov 1. James & Bodenham, Hereford.
Halliday, John, Belmont Park, Lee, Esq. Oct 31. Macdonald, Lothbury.
Harrington, John, Hutton, Essex, Yeoman. Sept 10. Broughton, Finsbury-sq.
Hart, Lady Maria, Norfolk-sq, Widow. Oct 1. Lethbridge & Son, Westminster.
Headlam, Thos Emerson, Newcastle-upon-Tyne, M.D. Sept 21. Hoyle, Cannon-st.
Hunt, Catherine, Brighton, Sussex, Spinster. Sept 29. Humphreys & Morgan, Newgate-st.
Kilshaw, Wm, Lpool, Greengrocer. Aug 30. Dodd, Lpool
Manning, Richd, Ebury-st, Pimlico, Sept 15. Plunkett, King-st, Cheapside.
Smith, Jane Eliz, Eton-st, Gloucester-rd, Regent's-pk. Oct 1. Barker, Raymond-bldgs, Gray's-inn.
Spurgin, Job, Wood-green, Licensed Victualler. Sept 10. Nash & Co, Suffolk-lane, Cannon-st.
Stuart, Emma, Portsmouth, Widow. Sept 20. Hellard & Son, Portsmouth.
White, Maria Matilda, Brighton, Sussex, Widow. Sept 29. Adams, Old Jewry-chambers.

Orders Registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 6, 1869.

Bennett, John, Bristol, Plumber. July 17. Comp. Reg Aug 4.
Box, Richd, Horley, Surrey, Grocer. July 14. Comp. Reg Aug 4.
Boyt, Francis, Bournmouth, Hants, Brickmaker. July 9. Asst. Reg Aug 3.
Brame, Geo Ebenezer, Birm, Goldsmith. July 7. Comp. Reg Aug 3.
Brierley, Saml, and Geo Brierly, Caldershaw New Mill, nr Rochdale, Lancaster, Cotton Spinners. July —. Asst. Reg Aug 4.
Bucknall, Alfd, Swansea, Glamorgan, Contractor. July 8. Asst. Reg Aug 4.
Clayden, John, jun, Essex-rd, Islington, Corn Merchant. July 10 Comp. Reg Aug 3.
Comper, Saml, New Market-ter, York-rd, King's-cross, Smith. July 28. Asst. Reg Aug 3.
Cook, Catherine, Plymouth, Devon, Milliner. July 27. Asst. Reg Aug 3.
Cook, Thos, Buckwell Farm, Kent, Farmer. July 8. Asst. Reg Aug 4.
Davies, Cadwalader, Dowlais, Glamorgan, Grocer. July 28. Comp. Reg Aug 4.
Dinsmore, Arthur, Waterloo, nr Lpool, Draper. July 9. Conv. Reg Aug 5
Fletcher, Peter, Chester, Baker. July 10. Comp. Reg Aug 5.
Ford, Margaret, Oxford-st, Mantle Manufacturer. July 7. Asst. Reg Aug 3.
Goddard, Geo, Fenchurch-st, Berks, Builder. July 21. Asst. Reg Aug 5.
Hall, Jas, Sutton, Surrey, Builder. July 8. Asst. Reg Aug 4.
Holstead, Geo, Morley, nr Leeds, Cloth Manufacturer. July 3. Comp. Reg Aug 5.
Howe, Wm, Haswell-lane, Durham, Grocer. July 14. Asst. Reg Aug 5.
Huddy, Wm Hotten, Tregony, Cornwall, Innkeeper. July 10. Comp. Reg Aug 5.
Jones, Edw, Newtown, Montgomery, Flannel Manufacturer. July 10 Asst. Reg Aug 5.
Kennedy, Robt, Canterbury, Tailor. July 9. Comp. Reg Aug 4.
Kenworthy, Thos, Manch, Manufacturer. Aug 4. Comp. Reg Aug 5.
Lambert, Wm Osborne, Sunderland, Durham, Surgeon. July 20. Comp. Reg Aug 5
Latham, Thos, Blackburn, Lancaster, Shopkeeper. July 7. Asst. Reg Aug 3.
Levien, Chas, Tavistock-cresent, Westbourne-pk, no business. July 29. Comp. Reg Aug 5.
Manchester, Hy, Lonsdale-pl, Notting-hill, Shoemaker. July 9. Comp. Reg Aug 4.
Marshall, Geo, jun, Skellingthorpe, Lincoln, Tailor. July 9. Asst. Reg Aug 4.
Maulson, Fred, and Tom Hollings, Holme, Horton, York, Joiners. June 28. Asst. Reg Aug 5.
Montgomery, Thos Hy, Ealing, Tailor. July 24. Comp. Reg Aug 4.
Moore, Fredc, Devonport, Devon, Engineer. July 7. Comp. Reg Aug 3.
Moore, Wm Pyatt, Drury-lane, Tea Merchant. July 22. Comp. Reg Aug 6.
Mottram, Saml Lakin, Wolverhampton, Stafford, Woolbuyer. July 8. Asst. Reg Aug 5.
Murphy, Jas Christopher, Great Newport-st, Leicester-sq, Cabinet Maker. July. Comp. Reg Aug 5.
Nokes, Francis, sen, Bilston, Stafford, Printer. July 19. Asst. Reg Aug 2.
Robinson, Saml Ebenezer, Oxford, Auctioneer. July 6. Asst. Reg Aug 3.
Rothwell, Walter, Portsea, Southampton, Butcher. July 12. Asst. Reg Aug 3.
Steer, Abraham, South Norwood Park, Builder. May 21. Comp. Reg Aug 4.
Wilson, Eliza, Bristol, Widow. June 25. Comp. Reg Aug 4.
Wilson, Jas, Exeter, Devon, Tanner, June 21. Asst. Reg Aug 5.
Withers, Wm Sheldon, Stockton, Durham, General Merchant. July 5. Asst. Reg Aug 6.
Woods, Joseph, Warrington, Lancaster, Grocer. July 15. Asst. Reg Aug 6.

TUESDAY, Aug. 10, 1869.

Bakewell, Jas, Pelsall, Stafford, Beerhouse Keeper. Aug 3. Asst. Reg Aug 10.
Baldwin, Thos, West Malling, Kent, Victualler. July 10. Asst. Reg Aug 7.
Bateman, Joseph, and Robt Bassham, Hyde-rd, Hoxton, Grocers. July 9. Asst. Reg Aug 6.
Battersby, John, Tyldesley, Lancashire, Provision Dealer. July 9. Comp. Reg Aug 6.
Brereton, John, Crewe, Chester, Licensed Valuer. Aug 7. Comp. Reg Aug 10.
Buckley, Hy, Oldham, Lancaster, Cotton Spinner. July 24. Comp. Reg Aug 9.
Byers, Alexander, Manch, Warp Sizer. July 15. Comp. Reg Aug 9.
Caldwell, Jas, Newcastle-upon-Tyne, Clothier. Aug 2. Comp. Reg Aug 7.
Carter, Thos, Reading, Berks, Carpenter. July 15. Asst. Reg Aug 6.
Channer, John, Maidstone, Kent. July 31. Comp. Reg Aug 6.
Clark, Geo, Theobald's-rd, Red Lion-sq, Butcher. Aug 6. Comp. Reg Aug 10.
Cooper, Thos, Heathtown, Stafford, Tailor. Aug 2. Comp. Reg Aug 9.
Cradock, Wm, Halifax, York, Joiner. Aug 2. Asst. Reg Aug 7.
Crow, Wm, Bargh Castle, Suffolk, Miller. July 28. Asst. Reg Aug 7.
Curtis, Chas, and Wm Curtis, Brighton, Sussex, Newspaper Proprietors. June 19. Comp. Reg Aug 9.
Darlow, Geo, Sheffield, Builder. July 8. Comp. Reg Aug 9.
Dawber, John, Birm, Tailor. July 20. Comp. Reg Aug 6.
Dixon, Alfd Routh, Alfred-st, Islington, Horse Dealer. July 15. Comp. Reg Aug 5.
Entwistle, Jas, Prisoner for Debt, Lancaster. July 26. Asst. Reg Aug 9.
Evans, John Simpson, and John Beynon, Merthy Tydfil, Glamorgan, Drapers. July 8. Asst. Reg Aug 9.
Evans, Robt Percival, Gray's-inn-sq, and John Carbery Evans, West Malling, Kent, Hop Merchants. May 14. Asst. Reg Aug 9.
Evans, Thos, Treherbert, Glamorgan, Timber Merchant. July 13. Comp. Reg Aug 9.
Fawcett, Jonathan, Bradford, York, Painter. July 13. Comp. Reg Aug 10.
Fenner, Hy, Amwell-st, Clerkenwell, Shop Front Builder. Aug 4. Comp. Reg Aug 6.
Fieldsend, Jas, Crow-edge, York, Beerhouse Keeper. July 14. Asst. Reg Aug 9.
Griffiths, Fredk, Ystalyfera, Glamorgan, Tinman. July 1. Comp. Reg Aug 9.
Harvey, Wm, Plymouth, Devon, Hotel Keeper. July 9. Asst. Reg Aug 6.
Hart, John, Gislingham, Norfolk, Grocer. July 21. Comp. Reg Aug 9.
Haynes, Thos, Goldney-rd, St. Peter's Park, Plasterer. Aug 3. Comp. Reg Aug 9.
Ioman, Edw, Sheffield, Steel Manufacturer. July 14. Comp. Reg Aug 9.
Ion, Christopher Wm, Kingston-upon-Hull, Grocer. July 13. Asst. Reg Aug 10.
Jackson, Wm, Burnley, Lancaster, Cotton Manufacturer. July 17. Asst. Reg Aug 7.
Jeffery, Wm Abbott, Plymouth, Devon, Silversmith. June 21. Inspectorship. Reg Aug 10.
Johnson, Chas, Oxton, nr Birkenhead, Chester, Gardener. Aug 4. Comp. Reg Aug 9.

Jones, Saml, Smallthorn, Stafford, Provision Dealer. July 6. Comp. Reg Aug 6.
Joseph, Moses, & Lawrence Samuels, City-rd, Clothiers. June 30. Asst. Reg Aug 7.
Lodge, Ed, Carleton, York, Farmer. Aug 3. Asst. Reg Aug 9.
Love, John, Kingston-upon-Thames, Surrey, Tailor. July 27. Comp. Reg Aug 9.
Margerrison, Glossop, Sheffield, Slater. July 27. Comp. Reg Aug 6.
Middleton, Wm, Willington, Durham, Draper. July 20. Asst. Reg Aug 9.
Mitchell, Thos, Halifax, York, Card Maker. July 3. Asst. Reg Aug 7.
Nash, Chas, London-st, Greenwich, Clothier. July 16. Comp. Reg Aug 6.
Neild, Wm Robt, Aldermanbury, Shirt Manufacturer. Aug 2. Comp. Reg Aug 6.
Norcliff, Benj, Halifax, York, Wool Dealer. June 18. Asst. Reg Aug 7.
Norris, John Thos, Sutton Courtney, Berks, Paper Manufacturer. July 7. Comp. Reg Aug 6.
Parry, John, Cefn Mawr, Denbigh, Grocer. July 7. Asst. Reg Aug 7.
Rees, Wm, Tonypandy, Glamorgan, Grocer. July 28. Comp. Reg Aug 6.
Simcox, Joseph, Tipton, Stafford, Grocer. July 10. Asst. Reg Aug 7.
Stoddard, Thos, Derby, Joiner. July 13. Asst. Reg Aug 6.
Thomas, Morgan, Taff's Well, Glamorgan, Chemist. June 26. Asst. Reg Aug 9.
Wallis, John, Silver-st, Golden-sq, Grocer. July 7. Asst. Reg Aug 6.
Wayling, Robt Valentine, Eye, Suffolk, Grocer. July 14. Asst. Reg Aug 9.
Willis, Joseph, Birm, Grocer. Aug 2. Comp. Reg Aug 6.
Wray, John Osterfield, Dorset-st, Portman-sq, no business. July 28. Comp. Reg Aug 7.

Bankrupts.

FRIDAY, Aug. 6, 1689.

To Surrender in London.

Artis, Wm, Prisoner for Debt, London. Pet Aug 3 (for pau). Brougham. Aug 24 at 1. Biddles, South-sq. Gray's-inn.
Avery, Joseph, Barnsbury-rd, Islington, Ivory Turner. Pet Aug 2. Aug 20 at 11. Parker & Co, Bedford-row.
Beeston, Arthur, Gray's-inn-rd, Warehouseman. Pet Aug 2. Aug 20 at 11. Dalton & Co, St Clement's-house.
Burke, Alfred, Appleford-rd, Upper Westbourne-pk, Builder. Pet July 29. Aug 18 at 11. Butterfield, Carey-lane.
Chatterton, Seth, Brighton, Sussex, Builder. Pet July 30. Aug 19 at 11. Hamilton, Gt James-st, Bedford-row.
Collingbourne, Geo Thos, Grafton-st, Soho, Cheesemonger. Pet Aug 2. Aug 20 at 11. Drake, Basinghall-st.
Cook, Thurstan, Limmerton-st, West Brompton, Clicker. Pet Aug 4. Murray. Aug 24 at 1. Davis, Golden-sq, Regent-st.
Cracknell, John, Leytonstone, Essex, Master Mariner. Pet July 3. Aug 20 at 1. Beard, Basinghall-st.
Debenham, Chas Fredk, Bellevue-pl, Upper Clapton, Linen Draper. Pet Aug 2. Aug 19 at 1. Godfrey, South-st, Gray's-inn.
Fleming, Chas Wm, Fisherton, Wilts, Tailor. Pet July 31. Aug 19 at 12. Taylor, Gt James-st, Bedford row.
Gahagan, Chas, Farnham Royal, Bucks, Farmer. Pet Aug 3. Aug 20 at 12. Lewis & Lewis, Ely-pl
Gardner, Hy Geo, Wormley, Herts, Beershop Keeper. Pet Aug 4. Aug 24 at 11. Marshall, Lincoln's-inn-fields.
Gould, John, Farm-st, Berkeley-sq, Patent Axle Maker. Pet July 26. Aug 20 at 12. Lewis & Co, Old Jewry.
Gower, Harry, Chapel-rd, Lower Norwood, Carpenter. Pet July 31. Aug 19 at 12. Jenkins, Tavistock-st, Covent-garden.
Graham, Hy Robt Buchanan, Junction-rd, Upper Holloway, Baker. Pet Aug 2. Aug 19 at 12. Briant, Winchester-house, Old Broad-st.
Hailes, Solomon, Church-lane, Whitechapel, Picture Frame Maker. Pet Aug 3. Aug 20 at 1. De Medina, Primrose-st, Bishopsgate-street.
Hodson, Russell, Peterborough, Northampton, Postmaster. Pet Aug 2. Aug 19 at 12. Roscoe & Hincks, King-st, Finsbury-sq; Deacon, Peterborough.
Ingram, Hy Brown, Portland-ter, Regent's-pk, Dissenting Minister. Pet Aug 2. Aug 19 at 1. Minet & Co, New Broad-st.
King, Jas, Thornton-heath, Surrey, Carman. Pet Aug 4. Aug 24 at 12. Cooke, Gresham-bldgs, Basinghall-st.
Kitley, Geo, Plumstead, Kent, Machinist. Pet July 31. Aug 19 at 11. Buchanan, Basinghall-st.
Knight, Jonathan, Paddington-green, Gas Fitter. Pet July 31. Aug 19 at 12. Buchanan, Basinghall-st.
Lear, Robt Jas, Prisoner for Debt, London. Pet July 31 (for pau). Brougham. Aug 19 at 12. Goatley, Bow-st, Covent-garden.
Maberly, Thos Hy, Colchester, Essex, Solicitor. Pet Aug 2. Aug 19 at 1. Paterson & Co, Chancery-lane; White, Colchester.
Mengels, Geo, City-rd, Carver. Pet Aug 3. Aug 20 at 1. Angell, Guildhall-yard.
Musgrove, John, Prisoner for Debt, London. Pet Aug 3 (for pau). Brougham. Aug 24 at 1. Biddles, South-sq, Gray's-inn.
Norris, John, Wolverly-st, Bethnal-green-rd, Cabinet Maker. Pet Aug 3. Aug 20 at 12. Abbott, Worship-st.
Pearson, Chas, Union-rd, St John's-hill, New Wandsworth, out of business. Pet Aug 3. Murray. Aug 20 at 1. Green, Cannon-st.
Petley, Geo, Sylvanus-row, Holloway, General Shop Keeper. Pet Aug 3. Aug 20 at 12. Edwards, Bush-lane, Cannon-st.
Petrocochino, Pandia Alex, Victoria-station-hotel, Walton-rd, out of business. Pet Aug 4. Aug 24 at 12. Sydney, Golden-sq.
Pinder, David, High-st, Southwark, Coffee Importer. Pet July 29. Aug 18 at 1. Holmes & Holmes, Finsbury-pl South.
Prall, Geo Nichols, Hastings, Sussex, Innkeeper. Pet July 31. Aug 19 at 11. Philbrick, Hastings.
Sanderson, Geo Jacob, Woolwich, Kent, Baker. Pet Aug 4. Aug 24 at 12. Hillearys & Tunstall, Fenchurch-bldgs.
Sharratt, Edward, Gt Carter-lane, Doctors'-commons, Licensed Victualler. Pet Aug 2. Aug 19 at 1. Smith & Co, Bread-st.
Smith, Edwin, Leybourne-rd, Chalk Farm-rd, Hair Dresser. Pet Aug 3. Aug 20 at 12. Johnson, Martin's-ct, St Martin's-lane.
Smith, Benj, Chase-side, Enfield, Carpenter. Pet Aug 2. Aug 20 at 11. Chipperfield & Co, Trinity-st, Southwark.
Smith, Jas Heslop, Cotton-st, Limehouse, Coal Porter. Pet Aug 2. Aug 19 at 1. Layton, jun, Navarino-cottage, Bow-rd.
Stanbridge, Chas, Prisoner for Debt, London. Pet Aug 3 (for pau). Murray. Aug 20 at 1. Dobie, Gresham-st.
Taylor, Alfred, Herne-bay, Kent, Miller. Pet Aug 3. Aug 24 at 11. Minter, Dover.
Thos, Wm, Northampton, Innkeeper. Pet Aug 2. Aug 19 at 1. Holland, Gt Knightrider-st; White, Northampton.
Thomas, Eugene Pierre Chas, Prisoner for Debt, London. Pet July 31. Aug 19 at 11. Parker, Coleman-st.
Thomson, Robt, Wellington-st, Newington-causeway, Grocer. Pet July 30. Aug 18 at 12. Buchanan, Basinghall-st.
Tomlin, John, Fountain-wharf, Bermondsey-wall, Corn Dealer. Pet July 27. Aug 25 at 12. Towne, Bow-st.
Voules, Hy Edmund, Kilburn-pk-rd, Kilburn, Attorney-at-law. Pet July 21. Aug 20 at 11. Peverley, Gresham bldgs, Basinghall-st.
Wood, Fredk Chas, Clements-lane, Lombard-st, Ship Broker. Pet July 29. Aug 18 at 11. Buchanan, Basinghall-st.

To Surrender in the Country.

Acland, John, Prisoner for Debt, Bristol. Pet July 29 (for pau). Harley. Bristol, Aug 25 at 12.
Armstrong, John, Carlisle, Innkeeper. Pet Aug 4. Halton. Carlisle, Aug 23 at 11. Wannop, Carlisle.
Atkins, Geo, Gt Yarmouth, out of business. Pet Aug 4. Chamberlin. Gt Yarmouth, Aug 20 at 12. Cufaude, Gt Yarmouth.
Bingham, Hy Geo, Dover, Kent, out of business. Pet Aug 2. Greenhow. Dover, Aug 21 at 12. Fox, Dover.
Bland, Wm, Addingham, York, Farmer. Pet Aug 2. Leeds, Aug 16 at 11. Siddall, Otley; Bond & Barwick, Leeds.
Blight, Wm Hy, Plymouth, Devon, Smith. Pet July 30. Pearce. East Stonehouse, Aug 18 at 11. Edmonds & Son, Plymouth.
Bridger, Geo, Nottingham, Lace Commission Agent. Pet Aug 3. Tudor. Birm, Aug 17 at 11. Belk, Nottingham.
Bullimore, Robt, Nottingham, Dyer. Pet Aug 3. Tudor. Birm, Aug 17 at 11. Cann, Nottingham.
Chadburn, Thos, Blackburn, Lancaster, out of business. Pet Aug 2. Bolton. Blackburn, Aug 23 at 1. Radcliffe, Blackburn.
Coster, Benj, Birm, Dealer in Timber. Pet July 28. Tudor. Birm, Aug 20 at 12. Hodgson & Son, Birm.
Durose, Saml, Nottingham, Silk Merchant. Pet Aug 3. Tudor. Birm, Aug 17 at 11. Cranch, Nottingham.
Firth, David, Rochdale, Lancaster, Greengrocer. Pet Aug 3. Fardell. Manch, Aug 17 at 12. Roberts & Sons, Rochdale.
Gaukroger, John, Huddersfield, York, Cotton Yarn Agent. Pet Aug 3. Leeds, Aug 16 at 11. Mills, Huddersfield; Bond & Barwick, Leeds.
Gray, Thos, Barrowford, Lancaster, Mechanic. Pet July 31. Carr. Colne, Aug 11 at 4. Backhouse & Whittam, Burnley.
Guymer, Wm, jun, North Shields, Northumberland, Hardwareman. Pet Aug 4. Gibson. Newcastle-upon-Tyne, Aug 18 at 11. Johnston, Newcastle-upon-Tyne.
Halstead, Richd, Halifax, York, Wire Drawer. Pet Aug 2. Dyson. Halifax, Aug 20 at 10. Storey, Halifax.
Hole, Wm, Whittington-Moor, Derby, Grocer. Pet Aug 3. Leeds, Aug 18 at 12. Smith & Burdekin, Sheffield.
Humphreys, John, Pwllygo, Denbigh, Joiner. Pet Aug 2. Reid. Wrexham, Aug 23 at 12. Humphreys, Wrexham.
Jackson, Emily Jane, Dover, Kent, Widow. Pet Aug 4. Wilde. Bristol, Aug 18 at 11. Harvey, Old Jewry; Press & Inskip, Bristol.
Kirkland, Geo, Derby, Baker. Pet Aug 3. Tudor. Birm, Aug 17 at 11. Gamble & Cooke, Derby.
Lacey, Robt, Loughborough, Leicester, Grocer. Pet Aug 4. Brick. Loughborough, Aug 21 at 11. Giles, Loughborough.
Lamburn, Saml, Appleton, Berks, Retailer of Beer. Pet July 31. Sedgefield. Abingdon, Aug 10 at 10. Thompson, Oxford.
Leach, Wm Thos, Bradford, York, Corn Miller's Assistant. Pet Aug 3. Bradford, Aug 20 at 9.15. Hargreaves, Bradford
McKee, John, Gloucester, Grocer. Pet Aug 2. Wilton. Gloucester, Aug 21 at 12. Cooke, Gloucester.
Morris, Thos, Prisoner for Debt, Bristol. Pet July 31 (for pau). Harley. Bristol, Aug 25 at 12.
Naylor, John, Goole, York, Labourer. Pet July 28. Wilson. Goole, Sept 8 at 12. Chester, Hull.
Nock, John, Broseley, Salop, Hay Dealer. Pet July 31. Madeley. Sept 22 at 12. Walker, Wellington.
Paxton, Andrew, Gateshead, Durham, Cabinet Maker. Pet July 23. Gibson. Newcastle-upon-Tyne, Aug 18 at 11.30. Hoyle & Co, Newcastle-upon-Tyne.
Pilling, Joseph, Haslingden Grane, Lancaster, Cotton Spinner. Pet Aug 4. Fardell. Manch, Aug 17 at 12. Storer, Manch; Woodcock & Sons, Haslingden.
Pleace, Wm Harper, Spiddlestone, Devon, out of employment. Pet July 30. Pearce. East Stonehouse, Aug 18 at 11. Edmonds & Son, Plymouth.
Reynolds, Saml, Kingswinford, Stafford, Moulder. Pet Aug 3. Harward. Stourbridge, Aug 18 at 10. Lowe, Dudley.
Robinson, Wm, Abram, Lancaster, Brewer. Pet Aug 4. Fardell. Manch, Aug 23 at 12. Milne, Manch.
Rogers, John, Pembroke-dock, Pembroke, Blacksmith. Pet Aug 3. Lanning. Pemkroke, Aug 21 at 9.30. Lanning, Pembroke-dock.
Shardlow, Wm, Derby, Labourer. Pet Aug 3. Weller. Derby, Aug 18 at 12. Smith, Derby.
Shrubsole, Joseph Jas, Sheffield, Accountant. Pet Aug 4. Leeds, Aug 18 at 12. Branson & Son, Sheffield.
Simpson, Joseph Fredk, Manch, Fancy Box Manufacturer. Pet Aug 3. Fardell. Manch, Aug 10 at 11. Minor, Manch.
Smith, John, Bentley-with-Arksey, York, Wheelwright. Pet Aug 3. Shirley. Doncaster, Aug 20 at 12. Woodhead, Doncaster.
Stables, Kirk, Leeds, out of business. Pet Aug 3. Marshall. Leeds, Aug 16 at 12. Harle, Leeds.
Taylor, Wm Edwd, Enfield-mills, nr Accrington, Lancaster, Cotton Spinner. Pet Aug 3. Fardell. Manch, Aug 18 at 11. Sale & Co, Manch.
Telling, John, Swindon, Wilts, Blacksmith. Pet July 31. Townsend. Swindon, Aug 14 at 11. Lovett & Son, Crickdale.
Towrley, Richd, Bristol, out of business. Pet Aug 4. Harley. Bristol, Aug 25 at 12. Tucker.
Turner, Wm, Tonacliffe, Lancaster, Woollen Carder. Pet Aug 2. Fardell. Manch, Aug 17 at 12. Standring, Rochdale.

Waller, Thos, Portinscale, Cumberland, Commercial Traveller. Pet Aug 3. Gibson. Newcastle-upon-Tyne, Aug 18 at 12. Watson, Newcastle-upon-Tyne.
Watson, Isaac, Bradford, York, Boot Maker. Pet Aug 3. Bradford, Aug 20 at 9.15. Hargreaves, Bradford.
Welsh, Timothy, & Wm Welsh, Alston, Cumberland, Millers. Pet Aug 3. Dickinson. Alston, Aug 18 at 10. Pattinson, Haltwistle.
Weston, John, Sutton Coldfield, Warwick, Grocer. Pet Aug 2. Guest. Birm, Aug 27 at 10. Rowlands, Birm.
Williams, Edwd, Carnarvon, Sailmaker. Pet Aug 3. Lpool, Aug 17 at 12. Evans & Lockett, Lpool, for Williams, Carnarvon.
Wood, Raymond, Newcastle-upon-Tyne, Schoolmaster. Pet Aug 3. Gibson. Newcastle-upon-Tyne, Aug 18 at 12. Barr, Newcastle-upon-Tyne.
Worth, John, Rochdale, Lancaster, Card Maker. Pet Aug 2. Fardell. Manch, Aug 17 at 12. Lawton, Manch.

To Surrender in London.

TUESDAY, Aug 10, 1869.

Aldred, Hy, Prisoner for Debt, London. Pet Aug 6 (for pau) Brougham. Aug 26 at 11. Hicks, Francis-ter, Hackney-wick.
Beckwith, Chas Hy, Chelmsford, Essex, Linen Draper. Pet Aug 5. Aug 25 at 11. Brown, Basinghall-st.
Chadwick, Fredk, Epsom, Surrey, Surveyor. Pet July 26. Aug 25 at 11. Norton, Trinity-st, Southwark.
Chipper, Chas, Prisoner for Debt, London. Pet Aug 3 (for pau). Brougham. Aug 25 at 11. Biddles, South-sq, Gray's-inn.
Chudleigh, Nicholas Major, Exmouth st, Clerkenwell, Tea Dealer. Pet Aug 3. Aug 20 at 12. Ricketts, Frederick-st, Gray's-inn-rd.
Dale, John, Prisoner for Debt, London. Pet Aug 3. (for pau). Brougham. Aug 24 at 1. Allen & Co, Old Jewry.
Davis, Ephraim, Gt Mitchell-st, Blacksmith. Pet Aug 7. Aug 26 at 12. Oldershaw, King's-arms-yard.
Diepenheim, Joseph Van, Limerston-st, Chelsea, Dealer in Wardrobes. Pet Aug 7. Aug 26 at 12. Nind, Basinghall-st.
Dillimore, John, Prisoner for Debt, London. Pet Aug 5 (for pau). Murray. Aug 25 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Duncombe, Hy, Stag Livery-yard, Abbey-gdns, St John's-wood, Job Master. Pet Aug 4. Aug 24 at 11. Allen & Colley, Old Jewry.
Edwards, Wm, Prisoner for Debt, London. Pet Aug 6 (for pau). Brougham. Aug 26 at 11. Biddles, South-sq, Gray's-inn.
Ellis, Robt, Stanhope-st, Euston-rd, Shoe Manufacturer. Pet Aug 7. Aug 26 at 12. Podmore, Union-ct, Old Broad-st.
Firman, John, Albert-rd, Peckham, out of business. Pet Aug 7. Aug 26 at 12. Jones, New-inn, Strand.
Groser, Mark, Loughborough-st, Upper Kennington-lane, Cab Proprietor. Pet Aug 2. Aug 20 at 11. Nash, Arlington-st, New North-rd.
Hamilton, Hans Jas, Lambourne-rd, Clapham, Solicitor. Pet Aug 7. Aug 26 at 11. Price, Serjeant's-inn, Fleet-st.
Hands, Jas, Kingsdown-pl, Sun-st, Bishopsgate, Beershop Keeper. Pet Aug 4. Pepys. Aug 24 at 1. Cooke, Gresham-bldgs, Basinghall-st.
Hazard, Jas, & John Lewis Hazard, Islington-green, Printers. Pet Aug 6. Aug 25 at 12. Morris, Jermyn-st, St James's.
Hedger, Geo Fredk, Wood-green, Wine Merchant. Pet Aug 6. Aug 25 at 12. Boydell, South-sq, Gray's-inn.
Hetterley, Geo, Prisoner for Debt, London. Pet Aug 7 (for pau). Brougham, Aug 26 at 11. Biddle, South-sq, Gray's-inn.
Leman, Joseph, Lupus-st, Pimlico, Tailor. Pet Aug 3. Aug 20 at 1. Harrison, Basinghall-st.
Lincker, Edwd, Tower Royal. Cannon-st, Glass Importer. Pet Aug 4. Aug 24 at 1. Rosher, Martins-lane, Cannon-st.
Neave, John, Rotherhithe-wall, Rotherhithe, out of business. Pet Aug 6. Pepys. Aug 25 at 1. Hope, Ely-pl, Holborn.
Page, Wm Winter, Guildford, Surrey, Licensed Victualler. Pet Aug 4. Aug 24 at 12. France & Helsham, Charterhouse-sq.
Parsons, Wm, College-ter, Bond-st, Chelsea, Plumber. Pet Aug 5. Murray. Aug 25 at 1. Webb, Austin-friars.
Pentecost, Peter, Stanhope-st, Euston-rd, Mattress Maker. Pet Aug 4 Aug 24 at 11. Hicks, Coleman-st.
Rendle, Wm Edgcumbe, Prisoner for Debt, London. Pet Aug 6 (for pau). Brougham. Aug 26 at 11. Biddles, South-sq, Gray's-inn.
Rolfe, Chas, Hampton, Attorney's Clerk. Pet Aug 4. Aug 24 at 12. Digby & Son, Lincoln's-inn-fields.
Rugg, Geo, Aspland-grove, Hackney, out of business. Pet Aug 5. Aug 25 at 11. Treherne & Co, Aldermanbury.
Thridgould, Thos Hy, Prisoner for Debt, London. Pet Aug 3 (for pau). Brougham. Aug 24 at 1. Watson, Basinghall-st.
Wright, Joseph, Daventry, Northampton, Wheelwright. Pet Aug 6. Aug 25 at 12. Austen & Co, Raymond-bldgs, Gray's-inn.

To Surrender in the Country.

Ashford, Joseph, Kingston-upon-Hull, Fisherman. Pet Aug 6. Phillips. Kingston-upon-Hull, Sept 8 at 11. Summers, Hull.
Badge, Giovanni Noto, Cardiff, Glamorgan, M.D. Pet Aug 7. Wilde. Bristol, Aug 21 at 11. Clifton & Moseley, Bristol.
Baldry, Geo Wm, Ryde, Isle of Wight, Artist. Pet Aug 5. Blake. Ryde, Aug 21 at 11.30. Joyce, Newport.
Cade, Joseph Wright, Wrexham, Clerk. Pet Aug 6. Lpool, Aug 21 at 12. Sherratt, Wrexham.
Carley, Joseph, Prisoner for Debt, Maidstone. Adj July 19. Isaacson. Margate, Aug 21 at 11. Gibson, Margate.
Cherry, John Rose, jun, Navenby, Lincoln, Coal Merchant. Pet Aug 5. Tudor. Birm, Aug 31 at 11. Harrison, Lincoln.
Cleaves, Edwd Jas, Gillingham, Kent, Labourer. Pet Aug 6. Acworth. Rochester, Aug 24 at 2 Hayward, Rochester.
Coates, Hy, Colchester, Essex, Painter. Pet July 30. Barnes. Colchester, Aug 21 at 12. Jones, Colchester.
Collier, John, Stafford, out of business. Pet Aug 4. Spilsbury. Stafford, Aug 26 at 12. Brough, Stafford.
Cook, Jas Wm, Southsea, Hants, Builder. Pet Aug 6. Howard. Portsmouth, Sept 2 at 12. Ford, Portsea.
Cox, Joseph, Cradley-heath, Stafford, Butcher. Pet Aug 6. Walker. Dudley, Aug 24 at 12. Stokes, Dudley.
Digby, Hy, Springfield, Essex, Fishmonger. Pet Aug 5. Gepp. Chelmsford, Aug 27 at 11. Brown, Brentwood.
Dimelow, Edwin, Huddersfield, York, Cork Manufacturer. Pet Aug 6. Leeds, Aug 23 at 11. Walker, Leeds.
Evans, David, Carmarthen, General Dealer. Pet July 31. Lloyd. Carmarthen, Aug 14 at 11. Bishop, Llandilofawr.
Gale, Septimus, Bradford, York, Licensed Victualler. Pet Aug 6. Leeds, Aug 23 at 11. Lees & Senior, Bradford; Bond & Barwick, Leeds.
Giles, Wm, Prisoner for Debt, Manch. Adj July 9. Fardell. Manch, Aug 24 at 11.
Glover, John Robinson, Lpool, Foreman Tailor. Pet Aug 6. Lpool, Aug 20 at 11. Etty, Lpool.
Hahnel, Emanuel, Huddersfield, York, Silk Merchant. Pet July 29, Leeds, Aug 23 at 11. Simpson, Leeds.
Hall, Chas, Far Cotton, Hardingstone, Northampton, Baker. Pet Aug 6. Dennis. Northampton, Aug 28 at 10. Becke, Northampton.
Harrop, Horatio Nelson, Longsight, nr Manch, Photographic Artist. Pet Aug 2. Kay. Manch, Sept 8 at 9.30. Milne, Manch.
Hey, John, jun, Barden-Moor, York, Beerhouse Manager. Pet July 31. Carr. Skipton, Aug 16 at 11. Barret, Otley.
Hiscox, Joseph, Norton-canes, Stafford, Beerhouse Keeper. Pet Aug 6. Walsall, Aug 23 at 12. Lewis & Lewis, Walsall.
Huddart, John, Newport, Monmouth, Ship Builder. Pet Aug 5. Wilde. Bristol, Aug 20 at 11. Woollet, Newport; Henderson & Co, Bristol.
Irving, Wm, Carlisle, Tinsmith. Pet Aug 5. Halton. Carlisle, Aug 24 at 11. Wannop, Carlisle.
Jenkins, David, Pentre Ystrad, Glamorgan, Tailor. Pet Aug 5. Spickett. Pontypridd, Aug 21 at 12. Plews, Merthyr Tydfil.
Jones, Evan, Llanidloes, Montgomery, Innkeeper. Pet Aug 6. Williams. Llanidloes, Aug 21 at 11. Jenkins, Llanidloes.
King, Thos Hutchinson, Kingston-upon-Hull, Bricklayer. Pet Aug 6. Phillips. Kingston-upon-Hull, Aug 23 at 11. Spurr & Chambers, Hull.
Knight, John, Whiston, Northampton, Labourer. Pet Aug 5. Dennis, Northampton, Aug 28 at 10. Becke, Northampton.
Lightfoot, Wm, Kingskerswell, Devon, Market Gardener. Pet Aug 4. Pidsley. Exeter, Sept 10 at 11. Floud, Exeter.
McKee, John, Gloucester, Grocer. Pet Aug 2. Wilton. Gloucester, Aug 21 at 12. Cooke, Gloucester.
Moore, Hy, Southsea, Hants, Builder. Pet Aug 4. Howard. Portsmouth, Sept 2 at 12. Champ, Portsea.
Naylor, John, East Keswick, York, Beerhouse Keeper. Pet Aug 4. Bickers. Tadcaster, Aug 23 at 12. Harle, Leeds.
Nelson, Philip, Prisoner for Debt, Lancaster. Adj July 16. Lpool, Aug 23 at 11.
Olden, Edwin, Bilston, Stafford, Tobacconist. Pet Aug 7. Hill. Birm, Aug 20 at 12. Rowlands, Birm.
Osborne, John Chas, Birkenhead, Chester, Hosier. Pet July 29. Lpool, Aug 20 at 11. Etty, Lpool, for Heath, Manch.
Parker, Wm Peter, Prisoner for Debt, Manch. Pet July 31 (for pau). Kay. Manch, Sept 8 at 9.30. Law, Manch.
Parsons, Jas, jun, Churchbridge, Worcester, Butcher. Pet Aug 6. Watson. Oldbury, Aug 27 at 10. Shakespeare, Oldbury.
Roden, Wm Thos, Birm, Artist, Pet Aug 6. Hill. Birm, Aug 20 at 12. Rolands, Birm.
Rose, Geo Albert, Framlingham, Suffolk, Saddler. Pet Aug 7. Clubbe. Framlingham, Aug 24 at 11. Shafto, Framlingham.
Ruther, Danl, Abergavenny, Monmouth, Police Constable. Pet Aug 4. Batt, Abergavenny, Aug 23 at 12. Jones, Abergavenny.
Rutter, Thos, Stockton-on-Tees, Durham, Innkeeper. Pet Aug 6. Crosby. Stockton-on-Tees, Aug 25 at 11. Draper, Stockton.
Shore, Saml, Healey, Lancashire, Manager. Pet Aug 9. Macrae. Manch, Aug 20 at 11. Sutcliffe & Rodgers, Manch.
Splatt, Sagar Holden, Birkenhead, Chester, Commercial Traveller. Pet June 8. Wason. Birkenhead, Aug 21 at 10. Moore, Birkenhead.
Steers, Jas, & Wm Stocks, Huddersfield, York, Slaters. Pet Aug 6. Leeds, Aug 23 at 11. Walker, Leeds.
Stubbs, Peter, Easington, Durham, Innkeeper. Pet Aug 5. Wright. Seaham Harbour, Sept 4 at 11. Thompson, Sunderland.
Thomas, Jeffrey, jun, Abergele, Denbigh, Manure Agent. Pet Aug 4. Sisson. Rhyl, Sept 8 at 3. Jones, Conway.
Thompson, Richd, Prisoner for Debt, Birm. Adj July 13. Patchitt. Nottingham, Oct 6 at 10.30. Belk, Nottingham.
Turner, Thos, Newark-upon-Trent, Nottingham, Bootmaker. Pet Aug 3. Newton. Newark, Aug 25 at 12. Belk, Nottingham.
Turner, Wm, Bridgwater, Somerset, Beerhouse Keeper. Pet Aug 7. Lovibond. Bridgwater, Aug 27 at 10. Reed & Cook, Bridgwater.
Vickery, Fredk, Stoford, Somerset, no trade. Pet Aug 6. Batten. Yeovil, Aug 25 at 12. Watts, Yeovil.
Vine, Wm, Hartland, Devon, Surgeon. Pet Aug 3. Rooker. Bideford, Aug 21 at 1. Floud, Exeter.
Wait, Robt, Sheffield, Coal Dealer. Pet Aug 5. Wake. Sheffield. Aug 25 at 1. Binney & Son, Sheffield.
White, John, Compton Dundon, Somerset, Butcher. Pet Aug 7. Warren. Langport, Aug 19 at 11. Bulleid, Glastonbury.
Wood, Peter, Ramsbotlom, Lancaster, Watch Dealer. Pet Aug 6. Grundy. Bury, Aug 26 at 10. Blackburn, Ramsbottom.